



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
February 19, 2019
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

**Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made.
BRAILLE IS NOT AVAILABLE.**



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is the custom and tradition of the members of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of the meeting. Members of the audience are invited to participate. However, members of the audience are not required to participate. The decision to participate is strictly a matter of personal choice and has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during the meeting.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the February 5, 2019 Regular Meeting.
2. Consider approval of the following bids:
 - a. **Castleglen Estates Water Main Replacement** **Bid No. 0228-19**

Tri-Con Services, Inc.	\$584,500.00
Optional Contingency	<u>65,000.00</u>
TOTAL:	\$649,500.00

This request provides for water line improvements on Castleglen Drive between Winette and Interstate Highway 30. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

b. Professional Design Services for Playground Improvements at Specified Locations

Bid No. 0489-19

Kimley-Horn and Associates, Inc.	\$154,700.00
Optional Contingency	<u>5,000.00</u>
TOTAL:	\$159,700.00

This request is to provide professional design services for improvements to playgrounds at Central Park, One Eleven Ranch, Rick Oden Park, and Eastern Hills Park. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

c. 2019 Alley Replacement Project - Phase One

Bid No. 0456-19

Grantham & Associates, Inc.	\$117,470.00
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This request is to provide Professional Engineering and Surveying services, including detailed construction plans, for the reconstruction of ten concrete alleys in various locations throughout the city.

d. Outside Custodial Services

Bid No. 0193-17

GCA Services Group of Texas	\$54,637.00
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This request is to approve Change Order #2 for an increased scope in outside custodial services.

e. 2018-2019 Police Ammunition Purchase

Bid No. 0486-19

GT Distributors	\$101,345.00
Precision Delta Corp	<u>60,900.00</u>
TOTAL:	\$162,245.00

This request is to purchase ammunition for the training of Garland Police Officers in the use of firearms to perform their duties.

**f. Professional Services for Heritage Crossing,
Phase 2**

Bid No. 0126-18

R-Delta Engineers, Inc.

\$10,000.00

This request is to amend the construction plans for Heritage Crossing to reflect the City-directed scope modification that was approved by the City Council on December 4, 2018.

- 3. Consider an ordinance authorizing the City Manager to defer the collection of payment to the City for City-provided utilities and to take or withhold certain other actions relating to federal workers and contractors affected by a federal government shutdown; providing a termination clause; and providing an effective date.**

At the February 4, 2019 Council Work Session, Council discussed a program that would temporarily suspend City of Garland utility account fees, penalties, and disconnects during the federal government shutdown. The program would be made available to affected federal employees with active City of Garland utility accounts.

- 4. Consider an ordinance amending Chapter 4, Article 5, "Signs," of the Garland Development Code (Ordinance 6773, as amended); providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date.**

Council is requested to approve amendments to the Garland Development Code (GDC) regarding sign regulations. A Public Hearing for this item was conducted at the February 5, 2019 Regular City Council Meeting.

- 5. Consider a resolution providing for the redemption of certain outstanding City of Garland, Texas, Tax Notes, Series 2018; and resolving other matters incident and related to the redemption of such obligations.**

When Council approved the issuance of \$12,195,000 Tax Notes, Series 2018 on September 18, 2018, it was contemplated that the City would exercise the call provision to redeem the notes prior to their scheduled maturity date of November 15, 2019. Staff requests Council consider approving a resolution to redeem the Tax Notes, Series 2018 as contemplated.

- 6. Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed without Warranty; and providing an effective date.**

At the February 18, 2019 Work Session, Council was briefed on the potential sale of

property at 450 East Kingsley Road. The City of Garland has received an unsolicited offer from the Garland Foundation for Development, Inc. related to the purchase of City owned property obtained through a 2013 Sheriff's Sale.

7. **Consider a resolution agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed without Warranty; and providing an effective date.**

At the February 18, 2019 Work Session, Council was briefed on the potential sale of property at 502 East Kingsley Road. The City of Garland has received an unsolicited offer from the Garland Foundation for Development, Inc. related to the purchase of City owned property obtained through a 2016 Sheriff's Sale.

8. **Consider a resolution approving a legislative policy for the City of Garland, Texas, related to an amendment of Chapter 351 of the Texas Tax Code and the use of Municipal Hotel Occupancy Tax Revenue; granting City staff general authority to work with Legislature; and providing an effective date.**

City Council previously approved a legislative agenda for the 2019 General Session of the Texas Legislature. A portion of that legislative agenda consisted of pursuing a bill amending Chapter 351 of the Texas Tax Code, "Municipal Hotel Occupancy Taxes," to grant the City broader authority to use tax revenues to host sporting events and reduce the amount of revenue dedicated to advertising and promotions. Senator Nathan Johnson's office has requested that the City pass a resolution supporting the proposed amendments to Chapter 351.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

9. **Consider the Appointment of Jeffrey L. Bryan as Chief of Police of the Garland Police Department**

Consider, pursuant to Section 143.013 of the Texas Local Government Code, the confirmation of Jeffrey L. Bryan as the Chief of Police of the Garland Police Department.

10. Presentation of the 2019 Proposed CIP

The City Manager will formally present the 2019 Proposed Capital Improvement Program (CIP) for the City Council's review and deliberation.

11. Approve by minute action authorizing the Mayor, City Manager, and City Secretary to enter into a Joint Election Contract and Election Services Agreement with Dallas County Elections and other participating Dallas County Entities.

Council is requested to approve a contract with Dallas County Elections to secure election services for all Garland registered voters for the May 4, 2019 General Election.

12. Request for Development Assistance from Kingsley Homes, LLC

Council is requested to consider approval of a development incentive request from Kingsley Homes, LLC for a partial rebate of the associated City tracts purchase amount for a proposed residential redevelopment project for a specific period of time up to a maximum amount.

13. Consider approval of a real property purchase agreement between the City of Garland, Texas and the Garland Foundation for Development, for the sale of certain real property owned by the City of Garland to the Garland Foundation for Development and being generally located in the 400 - 500 blocks of E. Kingsley Road

Council is requested to consider approval of a real property purchase agreement between the City of Garland, Texas and the Garland Foundation for Development, for the sale of certain real property owned by the City of Garland to the Garland Foundation for Development and being generally located in the 400 – 500 blocks of E. Kingsley Road.

14. Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Council Member Jerry Nickerson

- Jerry Carter - Parks & Recreation Board

15. Citizen comments.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

16. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Frontier FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: 02/19/2019

Item Title: Minutes Feb. 5

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the February 5, 2019 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes Feb. 5

Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, February 5, 2019 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:	Mayor	Lori Barnett Dodson
	Mayor Pro Tem	Rich Aubin
	Council Member	David Gibbons
	Council Member	Deborah Morris
	Council Member	Jerry Nickerson
	Council Member	Jim Bookhout
	Council Member	Robert Vera
	Deputy Mayor Pro Tem	Scott LeMay
	Council Member	Robert Smith

STAFF PRESENT:	City Manager	Bryan Bradford
	City Attorney	Brad Neighbor
	City Secretary	Eloyce René Dowl

CEREMONIALS: Boy Scout Troop 100 led the Pledge of Allegiance and Presented the Colors.

Amy Vorster presented the Pet of the Month. Mayor Dodson, the Council and Urial Villalpando, presented a Special Recognition to Delia McLinden and the Animal Services staff for their work to find and promote adoptions and rescues.

Mayor Dodson, along with the Council, presented a Special Recognition to Lonnie Banks for his 29 years of service to the City of Garland.

CALL TO ORDER: The meeting was called to order by Mayor Dodson.

CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Dodson read those items into the record. Motion was made by Council Member Morris to approve the Consent Agenda as presented, with the exception of Item 2a, seconded by Mayor Pro Tem Aubin, to approve items 1, 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 2j, 2k, 2l, 2m, 3, 4, 5, 6, 7, 8 and 9. Motion carried, 9 ayes, 0 nays.

Item 2a was pulled by Council Member Bookhout for individual discussion.

1. APPROVED** Approval of the Minutes of the January 15, 2019 Regular Meeting and January 24, 2019 Bond Work Session.

2b. APPROVED**

Bid No. 0384-19 awarded to GT Distributors in the amount of \$192,912.45, Kustom Signals \$24,646.74, Stop Stick, Ltd., \$7,434.36, Motorola Solutions \$14,169.00 and Plastix Plus, LLC \$61,790.00, for a total bid of \$300,952.55 for Peripheral Equipment for Police Patrol Vehicles.

This request is to upfit the new Police Department Tahoes with the equipment necessary to make them fully functioning patrol vehicles.

2c. APPROVED**

Bid No. 0420-19 awarded to Kimley-Horn & Associates, Inc. in the amount of \$115,560.00, which includes an optional contingency of \$12,840.00, for a total bid of \$128,400.00 for Repaving Design for Park Road and Parking Lots at Audubon Park Picnic Area.

This request is to provide professional engineering design services for repaving the asphalt park road and parking areas at the Audubon Park Picnic Area, which is located between the Surf & Swim Swimming Pool and Duck Creek. This item includes an optional contingency for any additional work that may be required.

2d. APPROVED**

Bid No 0419-19 awarded to Kimley-Horn & Associates, Inc. in the amount of \$128,070.00, which includes an optional contingency of \$14,230.00, for a total bid of \$142,300.00 for Shoreline Erosion Stabilization Design at Windsurf Bay Park.

This request is to provide professional engineering design services for shoreline erosion stabilization design at Windsurf Bay Park. This item includes an optional contingency for any additional work that may be required.

2e. APPROVED**

Bid No. 0418-19 awarded to Kimley-Horn & Associates, Inc. in the amount of \$114,480.00, which includes an optional contingency of \$12,270.00, for a total bid of \$127,200.00 for Pedestrian/Bike Bridge Design at Duck Creek Greenbelt.

This request is to provide professional engineering design services for two creek tributary crossings at Duck Creek. This item includes an optional contingency for any additional work that may be required.

2f. APPROVED**

Bid No. 0094-18 awarded to Nelson Tree Service in the amount of \$667,014.00 for Transmission Line Tree Trimming Services for GP&L and TMPA.

This request is to provide tree trimming services for GP&L and TMPA transmission line rights-of-way.

2g. APPROVED**

Bid No. 0158-19 awarded to Chapman Construction Company, LP in the amount of \$60,484.69 for Emergency Transmission Line Repair.

This request is to approve Change Order #1 for emergency restoration services to rebuild the Wynn Joyce to Miller Road double circuit 138kV transmission line segment on Wynn Joyce Road.

2h. APPROVED**

Bid No. 0268-19 awarded to Rebcon, Inc. in the amount of \$769,558.00 for Foundation Construction for Dent Road Switching Station.

This request is to provide foundation construction for the Dent Road 138kV Switching Station in accordance with engineering project drawings and specifications.

2i. APPROVED**

Bid No. 0306-19 awarded to Mann Robinson & Son in the amount of \$942,282.66 for Grading Construction for Dent Road Switching Station.

This request is to provide grading construction services for the Dent Road 138kV Switching Station in accordance with engineering drawings and specifications as part of the approved Dent Road 138kV Switching Station CIP project.

2j. APPROVED**

Bid No. 0204-19 awarded to A&M Construction and Utilities, Inc. in the amount of \$1,443,285.64 for Water and Paving Improvements for Broadway Boulevard, Intrepid Drive and Syracuse Drive.

This request is to provide water and paving improvements along Broadway Boulevard from Merrimac Trail to Wynn Joyce Road, Intrepid Drive from Spindrift Passage to Windward Passage and Syracuse Drive from Vanderbilt Drive to End.

2k. APPROVED**

Bid No. No. 0237-19 awarded to Crown Texas, Inc. (CTS) in the amount of \$728,206.95 for a Control House for Dent Road Switching Station.

This request is to purchase a Control House for the Dent Road 138kV Switching Station in accordance with engineering drawings and specifications.

2l. APPROVED**

Bid No. 0415-19 awarded to Interspec, LLC in the amount of \$230,212.00 for Automated Irrigation Control System for Various Parks Locations.

This request is to expand the existing remote water management control systems for irrigation at various Parks locations.

2m. APPROVED**

Bid No. 0416-19 awarded to Sunbelt Pools in the amount of \$187,775.00, which includes an optional contingency of \$17,225.00, for a total bid of \$205,000.00.

This request is to replace the mechanical holding tank component of the circulation and filtration systems for Surf & Swim Wave Action Pool. An optional contingency is included for any additional work that may be required.

3. APPROVED**

Resolution No. 10371 agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a Deed Without Warranty; and providing an effective date.

At the February 4, 2019 Work Session, Council was briefed on the potential sale of property located at 802 E. Walnut Street. Staff recommends that the City Council accept the offer and sell the property to Mr. Liang. This property has been held by the City of Garland since 2017 and pursuant to Section 34.05 of the Texas Property Tax Code may be resold to a private entity with approval of the governing body. Consent of this sale has already been provided by Dallas County and the Garland Independent School District.

4. APPROVED**

Ordinance No. 7034 authorizing the issuance of “City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2019”, pledging the net revenues of the City’s electric utility system to the payment of the principal of and interest on said bonds; specifying the terms and conditions of such bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, an Escrow Agreement and a Purchase Agreement; and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

At the December 3, 2018 Work Session, Council considered authorizing the refunding of approximately \$133 million of Electric Utility System Drawdown Notes, Series 2016, approximately \$24 million of Electric Utility System Commercial Paper Notes, Series 2018, and approximately \$4 million of Electric Utility System Revenue Bonds, Series 2009 with Electric System Revenue Refunding Bonds, Series 2019. The purpose of this transaction is to refund and closeout the Electric Utility System Drawdown Notes, Series 2016, refund

a portion of variable rate commercial paper notes with fixed rate long-term debt, and to generate savings in debt service.

5. APPROVED**

Ordinance No. 7035 amending certain sections of the Code of Ordinances of the City of Garland, Texas relating to fees and rates for water and sewer services provided by the City; providing a Savings Clause and a Severability Clause; and providing an effective date.

At the January 14, 2019 Work Session, the City Council reviewed a Policy Report recommending a phase in base rate increase for multi-family water and wastewater. Council approved a phase in rate of \$11.52 for water and \$4.27 for sewer beginning March 1, 2019 and implement the final rate adjustment on October 1, 2019 after a cost of service study is completed. For Council's consideration is an amendment to Chapter 50 Utility Rates and Fees, Section 50.34 Water Service Rates and Section 50.35 Sewer Service Rates.

6. APPROVED**

Minute action approving an amendment to City Council policy requiring all boards, commissions and Council committees to hold meetings at City Hall.

The Administrative Services Committee reported out the attached policy change at the January 14, 2019 Work Session. The policy amendment generally requires City boards, commissions, and Council committee meetings to be held at City Hall, with certain exceptions. The City Council indicated concurrence with the Committee's recommendation on the proposed amendment.

7. APPROVED**

City Manager Employment Agreement

Council approved an employment agreement with Bryan L. Bradford to continue his employment in the position of City Manager.

8. APPROVED**

City Attorney Employment Agreement

Council approved an employment agreement with Brad Neighbor to continue his employment in the position of City Attorney.

9. APPROVED**

City Auditor Employment Agreement

Council approved an employment agreement with Jedson Johnson to continue in the position of City Auditor.

ITEMS FOR INDIVIDUAL CONSIDERATION

2a. APPROVED

Bid No. 1113-17 awarded to SPA Skateparks with New Line Skateparks, in the amount of \$170,000.00 for Skate Park Design/Build Services.

This request is to provide Design/Build Services for the proposed Skate Park in Rick Oden Park.

Council Member Bookhout and Mayor Pro Tem Aubin gave commentary on this item.

Motion was made by Council Member Morris to approve Item 2a as written, seconded by Council Member Gibbons. Motion carried 8 ayes, 1 nay (Council Member Bookhout).

10. PH HELD
APPROVED

Consider amendments to Chapter 4, Article 5, "Signs" of the Garland Development Code.

Public hearing and consideration of amendments to Chapter 4, Article 5, "Signs" of the Garland Development Code (GDC) regarding changes to the sign regulations. Following review and recommendations from the Development Services Committee and Plan Commission, the City Council reviewed and discussed the amendments during the December 3, 2018 and January 7, 2019 City Council Work Sessions.

Mayor Dodson opened the public hearing at 7:24 pm.

The following were speakers on this item: Danny Faulkner and Bill Swisher. Mayor Pro Tem Aubin gave commentary on this item.

The public hearing was closed at 7:35 p.m.

Motion was made by Council Member Gibbons to approve the amendments as presented, seconded by Council Member Bookhout. Motion carried 6 ayes, 3 nays (Mayor Pro Tem Aubin and Council Members Nickerson and Smith).

11. PH HELD
APPROVED

Hold a public hearing on, and consider adopting an ordinance providing for mandatory sterilization of dogs and cats.

Council held a public hearing on proposed changes to Chapter 22 of the Code of Ordinances and thereafter consider adopting an ordinance that will provide for the mandatory sterilization of dogs and cats, subject to certain exceptions.

Mayor Dodson opened the public hearing at 7:36 p.m. There were no speakers on this item. The public hearing was closed at 7:37 p.m.

Motion was made by Council Member Morris to approve the proposed changes to Chapter 22 of the Code of Ordinances as written, seconded by Deputy Mayor Pro Tem LeMay. Motion carried 9 ayes, 0 nays adopting Ordinance No. 7036.

12. PH HELD

Hold a public hearing on the proposed 2019 Bond Program.

Mayor Dodson opened the public hearing at 7:38 p.m.

Speakers on this item were: Bettye Haynes, Bob Duckworth, Reagan Rothenberger, Dylan Hedrick and Kellie Jo Smith.

The public hearing was closed at 8:01 p.m.

13. APPROVED

Ordinance No. 7037 ordering a general election for the City of Garland to be held on May 4, 2019 for the purpose of electing a Mayor and one Councilmember each to respectively represent Districts 3, 6, 7, and 8; ordering a general election

for the purpose of submitting to the qualified voters of the City, for adoption or rejection, a proposition authorizing the sale of Bunker Hill Park and directing the use of the proceeds thereof; providing for a run-off election if needed; and providing for other matters relating to the conduct of the election.

Motion was made by Deputy Mayor Pro Tem LeMay to approve the item as read, seconded by Council Member Vera. Motion carried 9 ayes, 0 nays.

14. APPROVED

Ordinance No. 7038 ordering a bond election for the City of Garland to be held on May 4, 2019 for the purpose of submitting to the voters eight propositions authorizing the issuance of general obligation bonds for various permanent public improvements and public purposes, and providing for other matters relating to the conduct of the election.

The City Council adopted an ordinance calling the 2019 bond election for May 4, 2019 to be held in conjunction with the general election. If approved, the bond election would authorize the issuance of general obligation bonds for streets, public safety, storm drainage, parks and recreation, libraries, economic development, an animal shelter, and other municipal facilities.

Brad Neighbor, City Attorney provided the staff report on revisions to the draft ordinance.

Motion was made by Mayor Pro Tem Aubin to approve the item as read and the ordinance as presented to Council, seconded by Council Member Vera. Motion carried 9 ayes, 0 nays.

15. DENIED

Consider the application of Eco-Site, LLC, requesting approval of a Specific Use Provision for a Commercial Antenna on a property zoned Community Retail (CR) District. This property is located at 1921 North Plano Road. (File No. Z 18-39, District 6) (This case was postponed from the December 18, 2018 Regular City Council meeting.)

BEING an approximate 0.0385-acre tract of land, lying in and being a part of Lot 1, Block 1, Forest Ridge No. 5 Addition, in the City of Garland, Dallas County, Texas, and being a portion of the lands owned by JJJ & K Corporation, as recorded in Instrument Number 200600349799, Dallas County. The applicant previously proposed to build an 80-foot tall telecommunication tower with antennae and equipment enclosed in a clock tower design, with a 10-foot tall lightning rod on top of the enclosed telecommunication tower. The applicant has revised the proposal to a 75-foot tall "popsicle stealth" tower design including appurtenances.

The staff report was presented by Nabiha Ahmed. Speakers on this items were: John Gatz, applicant. The following persons spoke in opposition: Dr. Mindy Huynh and Allie Traylor. There was Council discussion.

Motion was made by Council Member Vera to deny the request based on staff and Plan Commission recommendation, seconded by Deputy Mayor Pro Tem LeMay. There was commentary by Council Member Smith. Motion carried 9 ayes, 0 nays.

16. APPOINTED

Mayor Pro Tem Aubin placed the following name in nomination:

- Jason Lain – Board of Adjustment

A vote was cast to approve the appointment with 9 ayes and 0 nays.

ACKNOWLEDGEMENT: Mayor Dodson asked the Boy Scout Troop 1978, from Cornerstone Methodist Church, to stand and state the reason they were present. They were in attendance to fulfill their requirement to earn the Citizenship in the Community Badge.

17. CITIZEN COMMENTS: Candice Wilson
Raymond Johnson

18. ADJOURN

There being no further business to come before the City Council, Mayor Dodson adjourned the meeting at 9:04 p.m.

CITY OF GARLAND, TEXAS

/s/ Lori Barnett Dodson, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.a.

Meeting Date: 02/19/2019

Item Title: Castleglen Estates Water Main Replacement

Submitted By: Wes Kucera, Managing Director

Bid Number: 0228-19

Purchase Justification:

This request provides for water line improvements on Castleglen Drive between Winette and Interstate Highway 30. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Nine bids were received and evaluated with Tri-Con Services, Inc., submitting the Straight Low Bid.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Tri-Con Services, Inc.	All	\$584,500.00
Optional Contingency		65,000.00
TOTAL:		\$649,500.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 40822

Fiscal Impact

Total Project/Account: \$918,242
Expended/Encumbered to Date: 154,304
Balance: \$763,938
This Item: 649,500
Proposed Balance: \$114,438
Account #: 227-4049-3019100-9214
Fund/Dept/Project – Description and Comments:

Water CIP Fund / Distribution Lines (Up to 14-inch) – This request provides for water line improvements on Castleglen Drive between Winette and Interstate Highway 30. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

Attachments

Bid Recap 1 of 2

Bid Recap 2 of 2

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page W02

Budget Director Approval: Ron Young

Approval Date: 02/08/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/06/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.b.

Meeting Date: 02/19/2019

Item Title: Professional Design Services for Playground Improvements at Specified Locations

Submitted By: Skip Keller, Interim Parks Director

Bid Number: 0489-19

Purchase Justification:

This request is to provide professional design services for improvements to playgrounds at Central Park, One Eleven Ranch, Rick Oden Park, and Eastern Hills Park. Due to the complex nature of the project, an Optional Contingency is included for any additional work that may be required.

Evaluation:

Kimley-Horn and Associates, Inc., was selected as the Most Qualified firm for this project from the short list of consultants evaluated and scored in RFQ 3617-13.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kimley-Horn and Associates, Inc.	All	\$154,700.00
Optional Contingency		5,000.00
TOTAL:		\$159,700.00

Basis for Award: Most Qualified

Purchase Requisition #: 41155

Fiscal Impact

Total Project/Account: \$959,434
Expended/Encumbered to Date: 0
Balance: \$959,434
This Item: 159,700
Proposed Balance: \$799,734
Account #: 614-2499-1833804-7101
Fund/Dept/Project – Description and Comments:

Parks CIP / Playground Improvements –

The 2019 Proposed CIP (Page P13) includes \$160,000 for design project costs for the playground improvements proposed for 2019, including Central Park, One Eleven Ranch, Rick Oden Park, and Eastern Hills Park.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page P14

Budget Director Approval: Ron Young

Approval Date: 02/08/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/07/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.c.

Meeting Date: 02/19/2019

Item Title: 2019 Alley Replacement Project - Phase One

Submitted By: Steve Oliver, Streets Director

Bid Number: 0456-19

Purchase Justification:

This request is to provide Professional Engineering and Surveying services, including detailed construction plans, for the reconstruction of ten concrete alleys in various locations throughout the city.

Evaluation:

Grantham and Associates, Inc., was selected as the Most Qualified firm for this project from the short list of engineers evaluated and scored in RFQ 3617-13.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Grantham & Associates, Inc.	All	\$117,470.00
TOTAL:		\$117,470.00

Basis for Award: Most Qualified

Purchase Requisition #: 41121

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$117,470
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to the Infrastructure Repair & Replacement Fund as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2018-19

Document Location: Page 275

Budget Director Approval: Ron Young

Approval Date: 02/08/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/07/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.d.

Meeting Date: 02/19/2019

Item Title: Outside Custodial Services

Submitted By: Ginny Holliday, Facilities Management Director

Bid Number: 0193-17

Purchase Justification:

This request is to approve Change Order #2 for an increased scope in outside custodial services. The revised scope provides outside custodial services for thirty-five (35) City of Garland facilities totaling 432,654 square feet. The original Term Agreement with four (4) optional renewals was approved at the December 13, 2016, City Council Meeting in the amount of \$750,340.

Evaluation:

These services are being provided by GCA Services Group of Texas through the BuyBoard Purchasing Cooperative Contract 557-18.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
GCA Services Group of Texas	All	\$54,637.00
TOTAL:		\$54,637.00

Basis for Award: Change Order

Purchase Requisition #: 40995

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$54,637

Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to Facilities Management accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2018-19

Document Location: Page 193

Budget Director Approval: Ron Young

Approval Date: 02/08/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/07/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.e.

Meeting Date: 02/19/2019

Item Title: 2018-2019 Police Ammunition Purchase

Submitted By: Mitch Bates, Chief of Police

Bid Number: 0486-19

Purchase Justification:

This request is to purchase ammunition for the training of Garland Police Officers in the use of firearms to perform their duties. The firearms proficiency test is mandated by the Texas Commission on Law Enforcement (TCOLE), a regulatory agency for the State of Texas.

Evaluation:

The ammunition is being provided by GT Distributors through the BuyBoard Purchasing Cooperative Contract 524-17 and Precision Delta Corp through the Texas SmartBuy Cooperative Purchasing Contract 680-A1.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
GT Distributors	1	\$101,345.00
Precision Delta Corp	2	60,900.00
TOTAL:		\$162,245.00

Basis for Award: Cooperative Purchase

Purchase Requisition #: 41154 & 41152

Fiscal Impact

Total Project/Account: \$1,920,471
Expended/Encumbered to Date: 562,996
Balance: \$1,357,475
This Item: 162,245
Proposed Balance: \$1,195,230
Account #: 100-1271-6077, 921-9211-6077

Fund/Dept/Project – Description and Comments:

General Fund - Police Department

Staff/Support Services - \$100,079

Narcotic Seizure Fund

Federal Narcotic Seizure - \$62,166

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2018-19

Document Location: Page 125 and 258

Budget Director Approval: Ron Young

Approval Date: 02/07/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/06/2019



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.f.

Meeting Date: 02/19/2019

Item Title: Professional Services for Heritage Crossing, Phase 2

Submitted By: Skip Keller, Interim Parks Director

Bid Number: 0126-18

Purchase Justification:

This request is to amend the construction plans for Heritage Crossing to reflect the City-directed scope modification that was approved by the City Council on December 4, 2018. This amendment provides the contractor and City inspectors with accurate drawings and details from which to execute the project. This Change Order reflects a 32% increase to the original PO 26469.

Evaluation:

R-Delta Engineers, Inc., was selected as the Most Qualified firm for this project from the short list of engineers evaluated and scored in RFQ 3617-13.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
R-Delta Engineers, Inc.	All	\$10,000.00
TOTAL:		\$10,000.00

Basis for Award: Change Order

Purchase Requisition #: 41156

Fiscal Impact

Total Project/Account:	\$1,458,000
Expended/Encumbered to Date:	1,429,015
Balance:	\$28,985
This Item:	10,000
Proposed Balance:	\$18,985
Account #:	692-2499-1012700-7101

Fund/Dept/Project – Description and Comments:Economic Development CIP / Walnut Street Pedestrian Corridor

AttachmentsBid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page ED10

Budget Director Approval: Ron Young

Approval Date: 02/07/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 02/06/2019



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3.

Meeting Date: 02/19/2019

Item Title: Consider Adopting a Temporary Utility Assistance Program for Federal Employees Affected by the Government Shutdown

Submitted By: Kevin Slay, Managing Director

Summary of Request/Problem

At the February 4, 2019 Council Work Session, Council discussed a program that would temporarily suspend City of Garland utility account fees, penalties, and disconnects during the federal government shutdown. The program would be made available to affected federal employees with active City of Garland utility accounts.

Recommendation/Action Requested and Justification

As directed by Council staff will take the steps necessary to implement a program applicable to federal employees affected by the on-going partial shutdown of the federal government.

Attachments

Garland Federal Shutdown Utility Payment Deferral Ordinance

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DEFER THE COLLECTION OF PAYMENT TO THE CITY FOR CITY-PROVIDED UTILITIES AND TO TAKE OR WITHHOLD CERTAIN OTHER ACTIONS RELATING TO FEDERAL WORKERS AND CONTRACTORS AFFECTED BY A FEDERAL GOVERNMENT SHUTDOWN; PROVIDING A TERMINATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

(A) The City Manager is hereby authorized to implement a program applicable to federal employees and contractors affected by a shut-down of federal operations that may include the following features or components:

- (1) Deferring the collection of payment for utilities provided by the City (water, sewer, solid waste collection, storm water management, and electricity);
- (2) Deferring utility termination and cut-off for non-payment;
- (3) Waiving the collection of penalties and interest; and
- (4) Reversing or waiving returned check or similar insufficient funds charges received by or to be paid to the City for attempted payment of utility charges.

(B) The program shall be applicable to an employee or a contractor who is a natural (non-corporate) citizen of Garland employed by or contracted with the federal government who:

- (1) Is in good standing as an employee or contractor of the federal government and employed by or contracted to a department affected by a federal shut-down;
- (2) Is a primary or secondary account holder on the City utility account (not merely a resident of the service address);
- (3) Has not had a utility cut-off by the City within the preceding 12 months;

(4) Has had no more than three late payments to the City within the preceding 12 months;

(5) Is able to provide suitable confirmation of current employment status by documentary or other acceptable proof.

The City Manager or his designee may offer the affected customer an agreement under which the affected customer may defer payment on City utilities for up to six months following the end of the federal shut-down. The City Manager may require the execution of a deferred payment agreement or other documentation determined to be necessary or useful by him in the implementation of this program. The City Manager shall notify the City Council that the authorization provided by this Ordinance has been activated.

Section 2

This Ordinance shall terminate upon the passage by Congress and signing by the President of a program of non-temporary appropriations that will provide for the continuation of federal operations for the fiscal year.

Section 3

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 02/19/2019

Item Title: Garland Development Code Amendments to Chapter 4, Article 5 "Signs"

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Consider amending Chapter 4, Article 5 of the Garland Development Code (Ordinance 6773, as amended) relating to sign regulations. The proposed effective date is June 1, 2019.

Recommendation/Action Requested and Justification

Consider approval of the attached ordinance. A public hearing for this item was held at the February 5, 2019 Regular City Council meeting; the Council approved the amendments with a 6 to 3 vote.

Attachments

Garland Development Code Chapter 4, Article 5 Amendment Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 5, "SIGNS," OF THE GARLAND DEVELOPMENT CODE (ORDINANCE 6773, AS AMENDED) OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That Chapter 4, Article 5, "Signs," of the Garland Development Code of the City of Garland, Texas is hereby amended in its entirety to read as follows:

"Article 5 - Signs

Section 4.62 Legislative Findings; Interpretation; and General Matters

- (A) Purpose. The City Council hereby finds that the regulation of the size, quantity, illumination, movement, materials, location, height, and condition of all signs placed on private property within the City of Garland (1) is essential to the health, safety, and welfare of citizens of Garland, (2) promotes the free flow of traffic and protects pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to cluttered, distracting, or illegible signage, (3) is critical for the protection of property values and the aesthetic character of neighborhoods, and (4) is beneficial to economic development.
- (B) Interpretation. This article shall be interpreted in a manner consistent with the First Amendment of the Constitution of the United States and Article I of the Texas Constitution. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this article and may be given effect without the invalid provision.
- (C) Governmental Signs. As a general matter, this article is not intended to, and does not apply to, signs erected,

maintained, or otherwise posted by governmental entities, the State, the federal government, or the City. However, Sections 4.69 and 4.71 of this article shall apply to signs erected, maintained, or otherwise posted by the State or any of its departments or agencies, any school district, county, appraisal district, other municipality, quasi-governmental agency, or the federal government.

- (D) Substitution. A non-commercial message of any type may be substituted for any allowed commercial message or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. A substitution of a noncommercial message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial speech over any other noncommercial speech. This provision does not create a right to increase the total number or square feet of signs on a tract of land or property, nor does it affect the requirement that a sign structure or mounting device be properly permitted.
- (E) Conflict. In the event of a conflict between this article and an ordinance of the City, then the most restrictive provision shall apply.

Section 4.63 Definitions

The following terms and phrases, as used in this Article 5, have the following meanings:

- (A) "Sign" means a name, identification, description, messages, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other surface that directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization, or business. Signs located completely within an enclosed building, and not exposed to view from a street or public right-of-way shall not be considered a sign for purposes of this article. Each display surface of a sign or sign face shall be considered to be a sign. A closely associated grouping of signs, shall constitute a single sign

where the distance separating each component does not exceed 2 feet from edge to edge.

(B) "Sign area" means:

- (1) the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or
- (2) where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, or design.

(C) "Sign face" means the entire display surface area of a sign upon, against, or through which copy is placed.

(D) "Digital billboard" means an off-premise sign, display or device, which is capable of producing an animated or moving digital image, copy, or video by electronic means, and is operated by an entity possessing an outdoor advertising license issued by the Texas Department of Transportation and all other governmental agencies having jurisdiction.

(E) "Electric" means any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.

(F) "Flashing" means any illumined sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this article any moving illuminated sign, except electronic programmable signs, shall be considered a flashing sign.

(G) "Freestanding" means a permanent sign erected and maintained on a freestanding frame, mast or pole not attached to any building.

(H) "Regulatory sign" means a sign that is required to be constructed, placed, or maintained by the federal, state or local government or by the property owner to the extent necessary to enforce a property owner's rights.

(I) "Integral" means a sign that is embedded, extruded or carved into the material of a building façade.

(J) "Marquee" means a permanent canopy or covering structure, other than a roof or awning, bearing a signboard or copy projecting from and attached to a building.

- (K) "Main entry" means the front elevation of the tenant space or building where the primary entrance to the tenant space is located and where the building fronts the primary street address or parking lot servicing premises.
- (L) "Off-premise sign" means a sign that pertains to a business, person, organization, activity, event, or place not physically located on the premises upon which the sign is located.
- (M) "On-premise sign" means any sign that relates to the site on which it is located, pertaining to a tenant, business, person, organization, activity, event, or place that has a physical presence located on the same site as the sign. For the purposes of this definition, "virtual tenants" shall not be considered to be located on the premises.
- (N) "Portable sign" means any device or sign without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.
- (O) "Roof sign" means a sign affixed to, applied on, or erected upon or above a roof or eave line of a building or structure. Signs attached to parapets or mansard roofs shall be considered attached signs.
- (P) "Temporary sign" means any sign that is readily removable, constructed of materials that are temporary in nature, such as paper, cloth, canvas, plastic sheet, or cardboard, and is reasonably determined by the Building Official to be displayed for a limited period of time.
- (Q) "Virtual tenant" or "Virtual tenancy" means a lease, rental, license, or other similar possession or use of a space or address, where the tenant, user, or licensee does not physically occupy the actual space. Examples may include but are not limited to: a post office box, automated teller machine, digital network, server or hard-drive, advertising space, or a vending machine or other similar unmanned kiosk, that is not owned and operated by the actual tenant for the space on which the vending machine or kiosk is located.

Division 2 - Administration & Procedures

Section 4.64 Building Official Authority

The Building Official is the primary City official responsible for enforcing the provisions of this article. However, the City Manager, in his or her discretion, may delegate the authority of enforcing the provisions of this article to any official or employee of the City.

Section 4.65 Sign Permit & Fees

- (A) Permit Required. No person may erect, construct, alter, rebuild, enlarge, extend, convert, replace, or relocate, a sign, or cause or suffer the same to be done without first obtaining a sign permit for each sign (except for certain exempt signs as provided in Section 4.67 and as otherwise provided below). A sign permit applies to only one applicant and one physical location.
- (B) Responsible Official. The Building Official, or his or her designee, is the responsible official for issuance of a sign permit.
- (C) Creation of a Site. The Building Official may not issue a permit for construction, erection, or placement of any type of permanent sign until a site is established for the sign by an approved site permit, building permit, or certificate of occupancy (whichever comes first for a particular project).
- (D) Application. To obtain a sign permit, the applicant must file an official application in writing and include plans and all information required by the Building Inspection Department.
- (E) Fees & Refunding of Fees.
 - (1) Sign Permit Fee. The fee for a sign permit is provided in Chapter 30, Article XV of the City Code.

Where work is started or commenced without first obtaining a required sign permit, the sign permit fee shall be doubled. The Board of Adjustment may waive or reduce any amount over the standard sign permit fee, as provided for in Chapter 30, Article XV of the City Code, upon a reasonable determination that the sign was

(a) designed and constructed in conformance with this article and all other City codes and ordinances, and
(b) a reduction or waiver would be equitable after taking into account the facts and circumstances of the case. The payment of any fee does not relieve any person from fully complying with the requirements of this article or any other City codes or ordinances.

(2) Fee Refunds. The Building Official may authorize a refund of a sign permit fee if it is determined that a sign permit was issued in error or that a sign permit cannot be legally issued. Any such fee refund shall be processed in the manner provided in Chapter 30, Article XV of the City Code.

(F) Issuance of Sign Permit. A sign permit shall be issued by the Building Official provided that the plans and specifications meet with all the requirement of this article, all other applicable codes of the City, and the appropriate fee has been paid.

(G) Expiration of Sign Permit. A sign permit issued under the provisions of this article expires if the work authorized by the permit is not completed within 90 calendar days following the sign permit issuance date. Upon expiration of, and before work may recommence, the applicant must apply for and obtain a new sign permit.

(H) Suspension or Revocation of Sign Permit. The Building Official may suspend or revoke any sign permit issued under the provisions of this article upon a determination that the permit was issued in error or on the basis of incorrect or false information, or whenever the permit was issued in violation of any of the provisions of this article or any other ordinance of the City or any state or federal law. The suspension or revocation is effective immediately upon written notice being personally delivered or mailed to the person to whom the sign permit was issued at the address provided by the applicant in the respective sign permit application, to the owner or benefactor of the sign, or to the owner of the premises upon which the sign is located. Any sign installed under a revoked sign permit must be removed by the permit holder, sign owner, or property owner within fifteen calendar days following the mailing of the written notice of the revocation.

Section 4.66 Inspections

- (A) All signs that require a permit are subject to a pre-inspection and a final inspection (see subsection (B) below), and any additional inspections as reasonably determined necessary by the Building Official.
- (B) Pre-Inspection. The Building Official, upon receipt of an application for a sign permit, may conduct a pre-inspection. The following requirements must be met by the applicant for the issuance of a sign permit: (i) the work described in an application for a sign permit complies with the provisions of this article, state, and federal law; (ii) the plans, specifications, and other information filed in the application comply with the provisions of this article, state, and federal law; and (iii) the related sign permit fees have been paid in full.
- (C) Final Inspection. The sign permit holder must, within 3 working days of completion of the sign installation, request a final inspection.

Section 4.67 Exempt from Sign Permit

The following types of signs or activities must comply with all sign requirements of this article, but are not required to have a sign permit:

- (A) Maintenance. No sign permit is required for maintenance to a lawfully placed sign. Maintenance includes all care and minor repair needed to maintain a safe, attractive, and finished structure, frame pole, brackets, or surface and that does not enlarge or materially alter any face or display portion of the sign. Replacing a damaged or structurally unsound frame pole with another frame pole on a legally conforming sign of the same size and height is considered maintenance. Changing the copy on a sign without changing the dimensions of the face or the size of the copy is considered maintenance if the sign serves the same establishment or entity after the change.
- (B) Temporary Signs on Single-family Lots. A sign permit is not required for temporary or seasonal signs on residential

lots, not including multi-family tracts, lots, or properties.

- (C) Address signs. A sign permit is not required for address signs placed pursuant to Section 4.70(A)(3).
- (D) Traffic or Movement Control Sign. The following standards serve an important public health and safety function, and are intended to be used by the owners of private property that is open to the public to reduce confusion and to limit the risk of accidents involving vehicular and pedestrian traffic. Subject to the following provisions of Subsections (1) - (5), no permit is required for a small, incidental, on-site sign designated specifically for the purpose of directing or providing safety guidance to vehicular or pedestrian traffic on private property. Traffic control signs on private property:
 - (1) shall not exceed a maximum height of 3 feet from the ground;
 - (2) shall not exceed a maximum surface area of 6 square feet;
 - (3) are permitted in all multi-family, single-family attached, mixed-use, and nonresidential zoning districts, and are allowed for any nonresidential use that is lawfully located in an agricultural, single-family, or two-family zoning district;
 - (4) shall be placed or setback a minimum of 3 feet from any right-of-way line; and
 - (5) if illuminated, a sign permit must be obtained through the Building Inspection Department.
- (E) Sandwich Board Sign. A permit is not required for a sandwich board sign. A sandwich board sign is a self-supporting A-shaped temporary sign with two visible sides that is placed in front of a business, generally on a sidewalk, to attract patrons into the establishment. A sandwich board sign must comply with the following provisions:
 - (1) The maximum height shall be 4 feet.
 - (2) The maximum surface area of each side is 10 square feet and a maximum of 30 inches wide.

- (3) A sandwich board sign is allowed in all mixed-use zoning districts.
- (4) The sign may not be placed or located a distance greater than 5 feet from the building in which the advertised use is located, and must be placed within close proximity of the main entrance of the business. Sandwich board signs must be placed so that a minimum walkway width of 4 feet is maintained, not including the area upon which the sandwich board sign is located.
- (5) A property or business may have only one sandwich board sign per street frontage.
- (6) A sandwich board sign may be displayed only during hours of operation.
- (F) Vehicle Signs. A permit is not required for a vehicle sign that complies with the provisions of this article.
- (G) Window Sign. A window sign is a sign painted or affixed to the exterior or interior surface of a window, or placed behind, or within 3 feet of, the window surface so as to be visible from the exterior. Window signs must comply with the following provisions:
 - (1) Window signage on buildings used for commercial or retail purposes may occupy or cover no more than 25 percent of the total window surface area for each leased space within a multi-tenant building. Window signage, in aggregate, may occupy or cover no more than 25 percent of the total window surface area for each building facade that is visible from a public street or alley (maximum 25 percent coverage for all window surfaces combined).
 - (2) Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a window, window frame, door, doorframe, or within 3 feet of a window or door shall be considered a "window sign" when forming a border, when directing attention to a premises, or when forming letters, logos, symbols, or pictorial designs of any kind. Luminaires shall not blink, flash, rotate, scroll, change color, increase or decrease in intensity. In addition to these window sign limitations, electronic programmable window signs shall comply with Sections 4.78(0)(3), (7), and (8).

Division 3 - General Sign Provisions

Section 4.68 General Regulations for All Districts

- (A) Where Allowed. Signs defined and classified herein are allowed in all zoning districts unless expressly stated otherwise for a particular type of sign.
- (B) Compliance with Other Laws and Codes. All signs erected or maintained pursuant to the provisions of this article must be erected and maintained in compliance with all applicable state laws and with the Building Code, Electrical Code, and other applicable ordinances of the City. In the event of conflict between this article and other laws, the most restrictive standard applies.
- (C) Duration. Legal signs specifically defined and classified herein are allowed to remain in place for an unlimited period of time, unless specifically stated otherwise for a particular type or sign, or on the sign permit, provided that they have a valid sign permit (if required), and that they are not required to be removed under some provision in this Article 5.
- (D) Number of Signs. Each business with a store front or main entry is entitled to display signage. The number of wall signs or attached signs is limited by allowable sign area as set forth in Section 4.78. The number of free standing signs is limited by the type, location, and proximity to other freestanding signs as set forth in Section 4.78. Temporary signs are limited as set forth in Section 4.70 & 4.78.
- (E) Freestanding Signs. All freestanding signs in excess of 8 feet in height must be designed, and the plans and specifications prepared and sealed by an engineer licensed in the State of Texas. Multi-family sites are prohibited from displaying any type of freestanding sign, except for monument signs, subject to the provisions of Section 4.78(L).
- (F) Wall/Attached Signs. Attached signs are permitted for multi-family premises, nonresidential districts, and nonresidential uses in residential zoning districts, subject to the provisions of Section 30.106 of the City Code, except that they must have a maximum sign area of one-half times the width of the building with a maximum of 160 square feet.

All signs attached to any type of structure or building shall be reviewed by the Building Official. Plans and specifications for attached signs must be prepared and sealed by a licensed engineer if, in the reasonable opinion of the Building Official, the sign is of a size, weight, dimension, or mounting design that it might pose a structural or safety risk to the building, property or persons visiting the site.

- (G) Noncombustible Materials. All freestanding signs must be constructed of materials that are noncombustible or slow burning (as in the case of plastic inserts or facings) and must be supported by only noncombustible material and finished in a presentable manner. Untreated wood or unpainted or non-galvanized steel supports are specifically prohibited.
- (H) Weatherproofing. All signs must be designed and constructed in a manner to prevent the accumulation of water.
- (I) Vertical Clearance. All freestanding and projecting signs must maintain a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface (including streets, alleys, drive aisles, fire lanes, or parking spaces).

Section 4.69 Prohibited Signs

- (A) Prohibited Signs. Signs that are not expressly authorized under this article, by specific requirements in another portion of this chapter, or otherwise expressly allowed by the City Council are prohibited. Signs are prohibited in all Districts unless:
 - (1) Constructed pursuant to a valid sign permit when required under this GDC; and
 - (2) Authorized under this GDC.
- (B) Commercial Signs in Residential Areas. Commercial signs, except as expressly provided for herein, are prohibited in residential zones and on property used for non-transient residential uses. A model home may have one on-premise sign subject to the provisions and limitations of below Section 4.71.

(C) Handbills and Placards. Miscellaneous commercial advertising matter may not be scattered or placed on or suspended from buildings, poles, sidewalks, or fences; no person may paste, stick, stack, nail, affix, paint, mark, inscribe, or otherwise place any commercial advertisement, handbill, flyer, placard, inscription or any other type of written matter or object (including any goods, wares, or merchandise) for any commercial purpose upon any building, light or utility pole, post, structure, fence or wall, railing, tree, sidewalk, parkway, driveway, or parking area, or on any other public property other than a sign defined, regulated, and allowed by this article or other City ordinance (except street address numbers that are placed in compliance with the International Residential Code, as adopted by the City Code, are allowed on curbs and on residential fences to identify house numbers for emergency and service personnel);

(D) Certain Illuminated and Animated Signs.

(1) Any type of sign that is illuminated to an intensity, or in a manner, which causes a glare of brightness to a degree that constitutes a hazard to traffic or a nuisance to adjacent properties is prohibited.

(2) Except as otherwise expressly provided for in this article, a sign, including a programmable sign, may not emanate a luminance more than 0.3 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from a point 250 feet from the sign face.

(3) Except as otherwise expressly provided for in this article, moving, flashing, animated, intermittently lighted, changing color, beacons (except for aircraft directional and warning beacons required by the FAA), revolving, swinging, fluttering, or similarly constructed signs are prohibited.

(E) Roof Signs. Except as otherwise expressly provided for in this article, roof signs of all types are prohibited.

(F) Temporary and Portable Signs. Temporary and portable signs are prohibited, except for certain temporary signs that may be expressly allowed for limited time periods in this article.

(G) Searchlights. Searchlights of all types are prohibited.

(H) Location Prohibitions. Any sign constructed, placed, or maintained that does not meet all of the following minimum standards is prohibited. Any sign allowed by this article, and not otherwise exempted, must be placed:

- (1) So that it maintains a vertical and horizontal clearance of at least 10 feet from any overhead or underground power line, utility pole, telephone wire or cable, electrical streetlight standard or other above- or below-ground utility equipment or structure, or as required by the City's electrical code (whichever is more stringent), except that such clearance is not required from the electrical feeder line to the sign itself, or to feeder electrical or telephone wires or cables that serve the building(s) on the same premises where the sign is to be located;
- (2) So that it is not attached to or will not interfere in any way with the use of any fire escape, exit, or standpipe;
- (3) So that it will not obstruct any required building openings to such an extent that light or ventilation is reduced below that required;
- (4) Completely outside of all public rights-of-way and easements (unless otherwise authorized in this article or other City ordinance), including street parkways and medians, except for governmental signs, special events signs that are authorized by the City, and subdivision entrance signs that are expressly authorized by the City;
- (5) So that it will not block any fire lane, fire hydrant, or other fire hose connection; and
- (6) So that it will not obstruct or interfere with the minimum sight line standards as set forth in Chapter 33 (Transportation), Article VI, Section 33.66 of the City Code.

(I) Signs Encroaching Rights-of-Way or Easements. Signs encroaching into or over a public right-of-way or easement are prohibited, unless the encroachment is authorized under

a licensing agreement with the City, in accordance with Section 31.117 of the City Code.

- (J) Obscene, Indecent, and Immoral Matter. It is unlawful for any person to display upon any sign obscene, indecent, or immoral matter.
- (K) Off-premise Signs. Off-premise signs are prohibited unless expressly authorized by this article.

Section 4.70 Authorized Signs

- (A) Authorized Signs. Notwithstanding any other provision of this GDC, the following signs are authorized in every district:

- (1) Although these regulations do not apply to signs erected, maintained or posted by the City, state, or federal government, these regulations clarify that governmental signs are allowed in every zoning district which form the expression of the City when erected and maintained and include the signs described and regulated in this subsection and subsections (A)(2)-(4) of this Section 4.70, when erected and maintained pursuant to law.
- (2) Traffic control devices, not including directional signs, on private or public property must be erected and maintained to comply with the Manual on Uniform Traffic Control Devices adopted in this state and if not adopted by this state with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration. Comment: The Federal Highway Administration has established uniform standards for signs that regulate traffic or that are erected and maintained within road rights of way or adjacent property. These uniform standards serve an extraordinarily important public function and are intended to be used by the owners of private property that is open to the public to reduce confusion and limit the risk of accident.
- (3) Every improved property within the City shall be marked using numerals that accurately identify the address of the property so that public safety departments can easily identify the address from public right-of-

way(s). Property owners shall comply with Section R319.1 of the International Residential Code, Section 505.1 of the International Fire Code as amended by Section 30.226, and Section 21.01 of the City Code.

- (4) Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property that meets the standards and dimensions required by applicable law.
- (5) For convenience stores signs, also see Section 26.163 for additional limitations on window signs and other required signs.

(B) Noncommercial flags.

- (1) Purpose and Intent. It is the intent of this GDC to limit the aesthetic impact of signs on properties to prevent clutter and protect streetscapes, thereby preserving property values and protecting traffic safety. The unreasonable accumulation of signs adversely affects these goals, property values, and public safety.
- (2) Noncommercial flags do not require a permit for display. There are no time limitations for the display of noncommercial flags. The display of noncommercial flags are subject to the following provisions:

(a) *Commercial, Industrial, and Retail Districts.*

- (i) The maximum aggregate surface area of noncommercial flags located on a property or tract of land located within a commercial, industrial, or retail zoning district may be no greater than 200 square feet.
- (ii) Noncommercial flags attached to a building located on property or tract of land within a commercial, industrial, or retail zoning district may not exceed the height of the building. Freestanding flags must be attached

to poles and may not exceed the height of the building or a maximum of 12 feet, whichever is less.

(iii) In addition to the display of noncommercial flags allowed by above subsections (i) and (ii), a single free-standing noncommercial flag that is a maximum of 375 square feet may be flown on a property or tract of land located within a commercial, industrial, or retail zoning district that is immediately adjacent to IH635, IH30, and State Highway 190, at a height of no greater than 80 feet, as long as it is attached to a properly permitted and approved flag pole.

(iv) All freestanding noncommercial flags must be securely attached to a structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb or a distance equal to the height of the pole, whichever is greater.

(b) Residential Zoning Districts

(i) Freestanding noncommercial flags may not exceed the height of the primary structure located on the property or tract of land.

(ii) All freestanding noncommercial flags must be securely attached to a structure, or the ground, capable of withstanding a 70 mph wind and be setback a minimum of 15 from the edge of the street or back of the curb.

(C) For purposes of this Section 4.70 the lessor of a property is considered the property owner where the lessor holds a right to use exclusive of others (that is, the sole right to occupy). In the event there are multiple lessors of a property, then each lessor shall have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the

property shall be deemed to be the property that the lessor has the sole right to occupy under the lease.

- (D) One banner may be used as a temporary sign at the same location to which the owner has properly submitted a new application for a permanent sign or is in the process of replacing the old sign with a new one. The temporary banner sign may only remain until such time as the new sign is installed or for 60 days, whichever occurs first. The temporary banner must be similar in size as the permanent sign described in the owner's application for the permanent sign.

- (E) Vehicle Signs. A vehicle sign is a type of sign that is mounted on, attached to, or painted on a vehicle, trailer, skid, or other wheeled or mobile conveyance.

- (1) Vehicles with attached signs being primarily used to create additional on-premise signage for a business are prohibited.
 - (2) Vehicles with attached signs that cannot lawfully operate on a public street and are visible from a public right-of-way are prohibited.
 - (3) Vehicles with attached signs parked on vacant property, land, or a structure, and that are visible from a public right-of-way are prohibited.

Section 4.71 Residential Districts

The following provisions apply to all signs in residential zoning districts, including signs within 25 feet of a residential district boundary, signs within 25 feet of a public park of more than one acre, or signs located where a multi-family residential use occurs within a nonresidential zoning district:

- (A) Sign Illumination. A sign, including a programmable sign, may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from the nearest residential property line; and
- (B) Electronic programmable signs. An electronic programmable sign located within a residential district or within 25 feet of a residential district are prohibited from

displaying illuminated messages between 10:00 p.m. to 6:00 a.m., and must be oriented so that the sign face is facing perpendicular, as near as possible, to the street frontage on which the sign is located, and must comply with all limitations and regulations of Section 4.78(P).

- (C) Sign Movement. No portion of any sign may move, flash, rotate, or change its illumination or copy except for programmable signs that are expressly allowed by this Section or Section 4.78(P) for legal nonresidential uses in residential districts. Non-illuminated changeable message signs which meet all the requirements of either the attached or freestanding sign provisions are allowed.
- (D) Model Homes. A model home may have one temporary sign in residential subdivisions. Model home signs are subject to, and must comply with, the following provisions:
 - (1) Maximum height: The maximum height for a model home sign is 15 feet.
 - (2) Maximum size/area: The maximum sign area for a model home sign is 32 square feet.
 - (3) Location: Model home signs are allowed in all single-family (including townhouses) and two-family residential zoning districts.
 - (4) Placement/setbacks: Model home signs must be placed no closer than 5 feet from any property or right-of-way line.
 - (5) Maximum number: Each builder within a development may have a maximum of one model home sign on each model home lot.
 - (6) Duration: A model home sign may not remain on a premises once the premises or 80 percent of the lots in the development where the sign is located have an approved building inspection by the City.
 - (7) Illumination: A model home sign may not be blinking, fluctuating, or moving. Lighting for the sign must be direct (that is, 90 percent of the emitted light must be directed onto the sign) and may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time of

measurement, as measured from the nearest residential property line..

- (E) Subdivision Entrance Signs. The Plan Commission may approve the placement of a subdivision entrance sign(s) on any legally placed structure at the entrance and within the common area of a subdivision, which is owned and maintained by a home owners' association for single-family or duplex residential subdivision. The maximum sign area of a subdivision entrance sign may not exceed forty square feet. The maximum number of signs allowed for each subdivision is two signs per street entrance into the platted subdivision area. The sign height, maximum sign area, location on the site, setbacks, a graphic representation of the sign, and the total number of signs per subdivision must be prominently indicated on the plans submitted for consideration by the Plan Commission.

Exception - Administrative Approval. The Building Official may approve, and issue a sign permit for, a subdivision entrance sign that complies with the criteria above, with all other applicable provisions in this article, and with both of the following additional criteria:

- (1) The sign is attached to a screening wall that is not located within the street right-of-way; and
- (2) The sign is not animated or illuminated in any way.

- (F) Temporary Signs. The following are Temporary signs that are allowed at any time in residential zoning districts or on property used for residential purposes:

- (1) A property owner may place one or more temporary signs, not including a noncommercial flag, with an aggregate sign face area of no larger than 36 square feet, and at a maximum height of 6 feet, on the property at any time; and
- (2) A property owner may place one or more temporary signs, not including a noncommercial flag, with an aggregate sign face area of no larger than 9 square feet in one or more windows on the property at any time.
- (3) Commercial signs or advertisements may not be displayed on any lot, tract, or property that is lawfully used as a residential use.

Section 4.72 Existing Signs

(A) Nonconforming Signs.

- (1) Continuation Generally. A legally nonconforming sign is allowed to remain as is in the same location as it existed on the effective date of this GDC. The right for a legally nonconforming sign to continue existing as is will terminate, and the sign must be removed within 15 calendar days (unless otherwise provided below), if and when one or more of the conditions stated below exists or occurs:
 - (a) A sign becomes an illegal sign when it is altered, moved, or relocated without a Sign Permit pursuant to the provisions of this article;
 - (b) A sign is damaged or destroyed and the cost to repair it exceeds 60 percent of the replacement cost of the sign on the date of damage; or
 - (c) A sign that is intended to be perpendicular (90 degrees) to the ground leans at an angle 75 degrees or less, unless a variance is granted in accordance with Section 4.81 of this article (or, for a sign that was purposefully placed at an angle upon installation, its angle to the ground decreases by 15 degrees or more; no sign, regardless of its original installation angle, is allowed to remain at less than a 45 degree angle to the ground).
- (2) Signs with Special Historic or Architectural Significance. Any sign designated by official action of the City Council as having special historic or architectural significance is exempt from the provisions of this article.
- (3) Signs on Property Acquired by a Governmental Entity. A legally nonconforming sign located on property acquired by the City or another governmental entity may be temporarily relocated on-site provided the sign is removed or rebuilt to conform to this article (and any other applicable City codes or ordinances) within 365 calendar days following relocation of the sign. Relocation is limited to the same physical sign with no increase in height, area, or change in other

physical attributes. For the purposes of this provision, a property acquisition by the City does not include right-of-way dedicated in the subdivision platting process.

(B) Cessation of Business Operations. If a sign is nonconforming, to maintain its status as a legally nonconforming sign, the business must remain in operation and conduct normal business activities on the premises on a regular basis. If regular business operations cease for more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign.

(C) Illegal Signs.

(1) Illegal Conforming Signs. Owners of illegal conforming signs must apply for and obtain a sign permit from the City within 15 calendar days following notification of noncompliance.

(2) Illegal Nonconforming Signs. The owner of an illegal nonconforming sign that requires a sign permit must apply for a permit and upgrade the sign to conforming within thirty calendar days following original notification. If a sign permit is not granted, then the sign must be removed by the property owner within 60 calendar days following original notification. In the case of painted wall signs for which a Sign Permit is not in effect, such signs must be removed or painted over (with a paint material and color that matches the exterior finish of the affected building façade such that the sign's location is not visible) within 30 calendar days following original notification of violation.

(D) Removal of Signs.

(1) Obsolete or Abandoned Signs. In the event a business ceases to conduct regular business activities on the premises upon which a sign is located for a period of more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign. However, if the premises containing the sign or sign structure is leased the City may not require removal under this subsection sooner than the second

anniversary after the date the most recent tenant ceases to operate on the premises.

- (2) Unsafe Signs. Any sign that is determined by the Building Official to be unsafe is subject to removal, upon notice per subsection (4) below, if the Building Official determines that removal is necessary in order to protect the public health, safety, and welfare.

- (3) Notice to Remove Sign or to Correct Noncompliance.

- (a) Upon a determination that a sign must be removed, or that a sign is not in compliance with one or more provisions of this article, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign, or to bring it into compliance, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.

- (b) The notice period, and removal/compliance period, for all temporary signs that are not in compliance with this article shall be 72 hours rather than 15 calendar days.

- (4) Storage of Impounded Signs.

- (a) The City shall store impounded signs for a minimum of 20 calendar days before destroying the signs pursuant to below subsection (c). The owner of the signs may claim them after paying all costs associated with their removal, transportation, and storage, as applicable.

- (b) Within 3 business days of taking possession of an illegal or abandoned sign on private property, the City shall send written notice to the owner of the property on which the sign was taken, as indicated or any known party having control over the real property. The notice shall:

- i. Give the location of the facility in which the sign is being held;

- ii. State that the sign can be reclaimed not later than the 20th day after the date of the notice on payment of towing, preservation, and storage fees; and
 - iii. State that failure of the owner to claim the sign during the 20 day holding period is a waiver by that person of all right, title, and interest in the sign.
- (c) Any impounded signs not claimed within 20 calendar days may be destroyed by the City. In calculating the length of the storage period and the storage fee, the first working day after the date of the impoundment shall be considered day number one; thereafter, all days including weekends and holidays shall be counted.

Section 4.73 Digital Display on Nonconforming Off-Premise Signs

- (A) Certain nonconforming detached off-premise signs may be modified to use digital display technology subject to the restrictions and provisions of this Section 4.73.
- (B) Application. The owner of a nonconforming detached off-premise sign desiring to convert the sign to a digital display must submit a digital billboard sign permit application for a face modification. The Building Official shall review the application and make a determination as to whether the subject sign qualifies for an off-premise digital billboard conversion permit. In the event the Building Official approves the permit, the owner must apply for a demolition permit to remove the existing sign face area in accordance with subsection (D). The owner must complete demolition of the sign face according to the applicable ratio in below subsection (D) before the sign face is modified.
- (C) Compliance Required.
- (1) Except as provided in this Section 4.73, off-premise digital billboards must fully comply with the size, height, spacing, setback, and all other applicable provisions in this article.

- (2) Off-premise digital billboard support structures must be built to comply with this GDC.
- (3) Off-premise digital billboards must comply with Title 43 Texas Administrative Code Section 21.163, "Electronic Signs," as amended.
- (4) Both existing and new digital billboards must comply with all lighting and safety standards mandated by federal, state, or local rules or statutes, including standards adopted or amended after the date of passage of these requirements. Lighting and safety standards include brightness, message duration, and proximity of the sign to other digital displays, ramps, and interchanges.

(D) Sign Face Exchange Ratio.

- (1) Except as provided in below paragraph (2), for every one square foot of sign face modified to use digital display technology, three square feet of detached non-premise conventional sign face area must be removed from within the City (not including the face of the sign being modified), subject to the following provisions:
 - (a) To receive credit for the removal of an area of detached off-premise conventional sign face, the entire sign face and structure supporting the removed sign face must be removed;
 - (b) At least one structure removed must be within a five mile radius of the conventional face being converted to digital, unless the structure being removed is an interior conventional sign located adjacent to or facing an interior street or right-of-way (that is, not adjacent to or oriented toward I-635 or I-30);
 - (c) If the structure being removed is an interior conventional sign, then the exchange ratio shall be for every one foot of sign face being modified to use digital display technology, two square feet

of detached non-premise conventional sign face area must be removed from an interior sign.

(d) No credit is given for the area of the conventional face being removed for conversion to a digital display; and

(e) The removal of the entire nonconventional sign face area, including the entire support structure, must be completed before commencing construction work modifying the conventional sign to use digital display.

(2) The new digital sign face may be no larger than the preexisting conventional sign face, but in no case may be larger than 700 square feet.

(E) Location and Number.

(1) The conversion of conventional face nonconforming off-premise signs to digital face signs is limited to detached off-premise signs located adjacent to, and oriented toward the main travel lanes of, IH635 and IH30.

(2) For support structures with only one digital display sign, signs must be located a minimum of 1,500 feet from any other digital display sign oriented to the same traffic direction along the main travel lanes of IH635 and IH30, measured linearly.

(3) Digital display signs may not be located within 300 feet of any lot located in a residential district, measured radially.

(F) Support Structures.

(1) Digital display sign support structures may not exceed an overall height of 50 feet or 42.5 feet above the nearest point on the travel surface of the highway, whichever is higher, except that no digital display sign may be higher than the conventional sign it replaced.

- (2) Sign support structures and faces being converted to accommodate digital displays may not be modified to change the angle of a sign face.
- (3) Electrical service to sign support structures with digital displays must be underground between the property line and the sign.

(G) Display.

- (1) All digital displays must conform with the illumination restrictions of above Section 4.69(E). An off-premise digital display sign must be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
- (2) An off-premise digital display may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in footcandles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- (3) Before the issuance of a digital display sign permit, the applicant must provide an ambient light survey from adjacent residential properties and a written certification from the sign manufacturer that:
 - (a) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards of this subsection; and
 - (b) the light intensity is protected from end-user manipulation by password-protected software or other method satisfactory to the Building Official.

(H) Change of Message. Changes of message must comply with the following provisions:

- (1) Each message must be displayed for a minimum of eight seconds;

- (2) Changes of message must be accomplished within two seconds;
 - (3) Changes of message must occur simultaneously on the entire sign face; and
 - (4) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.
- (I) Malfunction. Digital display signs operators must respond to a malfunction within one hour after notification and must remedy the malfunction within 12 hours after notification. In case of sign malfunction, the digital display must freeze until the malfunction is remedied.

Section 4.74 Maintenance of Signs

- (A) General. All signs and sign support structures, together with all of their supports, braces, guys and anchors, must be kept in good repair, in safe condition, and in a proper state of appearance and preservation. Except as provided in Section 4.72(A) above, any sign or portion of a sign or sign support that is unsafe, an obstruction to the use of any sidewalk or roadway, or that is in such dilapidated condition as to be unsightly and, therefore, detrimental to the public welfare must be repaired and maintained, or removed.
- (B) Deteriorated Signs. A sign of any type may not be kept in a dilapidated or deteriorated condition. Any sign which the Building Official determines is in an unacceptable deteriorated condition or unsafe is subject to removal. Prior to removing any such sign, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign or remediate all defects or dangerous conditions as expressly stated in the notice, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.

Section 4.75 Sign Area

Measurement of Sign Area. The measurement of sign area is as follows:

- (A) Square or Rectangular Signs. The length of the sign multiplied by the height of the sign (see **Illustration 4-4**).
- (B) Irregularly Shaped Signs. The area of horizontally oriented squares, rectangles or circles, or combination thereof, necessary to enclose the sign face (see **Illustration 4-5**).
- (C) Signs Composed of Individual Cutout Letters or Figures. The sign area of a sign made up of letters, words or symbols within a frame is determined from the outside edge of the frame of the sign. However, the sign area of signs composed of individual letters or figures is equal to the sum of the area of squares or rectangles necessary to enclose each word or groupings of letters or figures (see **Illustration 4-6**).
- (D) Freestanding Multi-Panel Signs. The sign area of a sign that is comprised of multiple separate panels (such as the three-panel shopping area sign shown in **Illustration 4-5**) is calculated as the aggregate area of all panels and does not include the space between panels, provided that all associated panels are no greater than 2 feet apart. In the event the space between panels exceeds the 2 feet maximum distance allowed, each panel shall be construed as separate signs. Multi-panel signs require only one sign permit.
- (E) Sign Base/Support Structure. The base or support structure of the sign is not counted as part of the overall sign area computation provided that such base or support structure has no sign, advertising, commercial, or business message on it, not including incidental plates or stickers of no greater than one square foot, which display manufacturer or owner information or address signs placed pursuant to Section 4.70(A) (3). The base or support structure does count toward overall sign height.
- (F) Illuminated Borders. Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a surface shall be considered a "wall sign or attached sign" when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. The area of the sign shall

be determined by a geometric shape that enclosed the entire luminaire(s) .

Illustration 4-4
Sign Area - Square or Rectangular Square



Illustration 4-5
Sign Area - Irregularly Shaped Signs





Illustration 4-6
Sign Area - Signs Composed of Individual Cutout Words or Figures



Section 4.76. Reserved

Division 4 - Sign Types & Related Regulations

Section 4.77 Free Standing Sign Restrictions

Unless expressly authorized by this article, a premises may not have more than one free standing sign, not including temporary signs. Unless expressly authorized by this article, businesses may not advertise on both a multi-tenant sign and another free standing sign, not including temporary signs, located on the premises.

Section 4.78 Signs - Permit Required

- (A) Attached Sign (also termed Attached Wall Sign or Wall Sign).

An attached sign or attached wall sign is a sign that is attached to, applied to, applied on, or supported by any part of a building (such as a wall, parapet, canopy fascia, awning, arcade, mansard, or marquee) that encloses or covers usable space (as contrasted to a freestanding or detached sign).

An attached sign may be attached to, affixed upon, or painted upon a wall surface with the sign facing parallel to and projecting not more than eighteen inches from the surface of the building or appurtenance. Attached signs painted or applied directly upon an exterior wall surface must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling. The property owner shall remove any attached signs painted or applied directly upon an exterior wall surface that have not been properly maintained or are in a deteriorated condition.

A sign attached to or painted upon an awning or a canopy and visible to the exterior is considered in the allowable calculations for wall signs (also see "awning sign" and "canopy sign" for additional limitations). Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a wall surface is considered a "wall sign" when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. Attached

signs or attached wall signs must comply with the following provisions:

- (1) Maximum height: Attached signs may not extend higher than the height of the wall surface, unless noted below for parapet signs:

- (a) Signs may be placed a maximum of 10 feet above the roof on a parapet or similar projection that is continuous on three or more sides; and

- (b) Signs may not project above any portion of a parapet or similar projection.

- (2) Maximum size: Attached signs must comply with the following provisions for the total maximum surface area of all attached wall signs per façade in aggregate:

- (a) For single-tenant buildings:

- i. Front (main entry) façade only: The maximum square footage of an attached sign on the front of a single-tenant building may not exceed 2 square feet per lineal width in feet of building width of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 75 percent of the corresponding width or the height of the wall, with a maximum of 200 square feet.

- ii. Side and rear facades: The maximum square footage of an attached sign on a side or rear façade of a single-tenant building may not exceed one square foot per lineal width in feet, of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 50 percent of the corresponding width or the height of the wall, with a maximum of 100 square feet.

- (b) For "end-cap" tenants in multi-tenant strip center buildings:

- (i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "end cap" tenants in multi-tenant building may not exceed 2 times the lineal width, in feet, of the tenant frontage.

Tenant wall sign shall only be permitted upon the wall fronting the tenant and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area may not exceed 200 square feet.

- (ii) Side facade: The maximum square footage of an attached sign on a side façade for "end cap" tenants in a multi-tenant building may not exceed one square foot per lineal width, in feet, of the wall upon which the sign is mounted adjacent to the tenant space, and in no case may the sign's dimensions exceed 25 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 100 square feet.
- (c) For "interior" tenants in multi-tenant strip center buildings:
 - (i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "interior" tenants in a multi-tenant building may not exceed the square footage of 2 times the lineal width of the wall upon which the sign is mounted, and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 200 square feet.
 - (ii) Side and rear facades: Attached wall signs are not permitted for interior tenants.
- (d) For buildings three or more stories in height: The square footage of an attached sign that identifies the building name, and that is not attached to a tenant space, shall not exceed one square foot per the lineal width, in feet, of the frontage of the building, in addition to the total sign area otherwise allowed in this Section 4.78 (A) and the maximum area for the building name sign shall be 100 square feet.

- (e) For multiple tenant building with "interior" tenants that do not have direct exterior exits (such as office buildings, indoor shopping malls, and other similar uses) the total sign area of all wall signs for all tenants combined may not exceed the allowable sign area allowed in Section 4.78 (2) (a).
 - (f) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78 (2) (a).
- (3) Location: Attached signs are allowed in all nonresidential and mixed-use zoning districts.
 - (4) Placement/setbacks: On the vertical face only of a building; attached signs must be comprised of individual letters or characters attached directly to the building face or to a raceway, or unilluminated panels comprised of individual letters or characters (cans, illuminated panels or illuminated box type signs shall not be permitted) and must be professionally designed, constructed, and applied in a workmanlike manner.
- (B) Awning Sign. An awning sign is a sign that is painted or applied directly on the surface of an awning. Awning signs must comply with the following provisions:
- (1) Maximum height: The height of an awning sign shall be no greater than the vertical face only of the awning (for purposes of this subsection, the front vertical surface area for a "bubble" awning is located only on the front of the awning and not on its sides, and comprises the awning surface as measured from the bottom edge to that point on the awning that is less than 45 degrees to the ground plane, as viewed on the elevational view of the awning).
 - (2) Maximum size/area: Awning signs must comply with the following provisions:
 - (a) Shall not exceed the lineal width of the awning upon which the sign is applied;

- (b) Shall not be internally illuminated (can be illuminated using downward focused wall-mounted "gooseneck" or other decorative wall lighting);
 - (c) Shall be designed and installed as an integral, architectural element of the entire building system in a uniform, rhythmic systematic design pattern, including compatible color and lighting; and
 - (d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78(A).
- (3) Location: Awning signs are allowed in all nonresidential and mixed-use zoning districts.
- (4) Placement: Awning signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
- (C) Temporary Signs. Temporary signs include banners, balloons, pennants, inflatables, streamers, sails, air-supported devices, feathers, wind devices, and other similar types of temporary signs (but not including non-commercial flags, which are regulated by above Section 4.70) that may be placed on a structure or at a site that is intended to draw attention to a particular commercial event or commercial product must comply with the following provisions:
 - (1) Maximum size/area: The maximum surface area of all temporary signs located on a property or tract of land, may be no greater than two times the width of the wall containing the main entrance of the building, or tenant space occupied by the applicant who intends to display the temporary signage. In no case may the total square footage of the surface area of all the temporary signs located on a property or tract of land exceed 200 square feet.
 - (2) Maximum Height: Temporary signs attached to the building may not exceed the height of the building. Freestanding temporary signs such as balloons, inflatables, or wind devices shall not exceed the

height of the building or a maximum of 12 feet, whichever is less.

- (3) Location: Temporary signs attached to the building are allowed in all nonresidential, mixed-use, multi-family, and townhouse zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural, single-family, or two-family zoning district. Except as expressly allowed under this Article 5, freestanding temporary signs (such as balloons, inflatables, streamers, sails, or wind devices) are only allowed in nonresidential and the commercial areas of mixed use zoning districts.
- (4) Placement: Temporary signs attached to a building must be securely attached to the vertical face only of a building or a canopy so that the banner does not move, flap, wave, flutter, or twirl. Temporary signs may not be attached to an object such as a fence, screening wall, tree, utility pole or structure, or permanent sign support, and may not extend vertically above the roofline of the structure. Nonresidential uses located in residential districts, such as schools and churches may attach temporary signs to fences and other structures when approved by the Building Official where the temporary sign will not impose undue stress on the structure. All temporary signs must be on-premises and may not be located on public property or in the public right-of-way. All freestanding temporary signs must be securely affixed to the main structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb.
- (5) Maximum number: The maximum number of temporary signs in nonresidential and commercial areas of mixed use zoning districts, shall be limited by the maximum total area of 200 square feet, but in no case shall the total number of temporary signs exceed 3.
- (6) Duration: Temporary signs may be displayed no more than 20 calendar days from the date the associated business, person, organization, activity, or event first opens to the public, which shall be indicated on the sign permit application.

(D) Blade Sign, Pedestrian. Pedestrian blade signs are generally placed perpendicular to the building's front entrance facade, and they are either suspended beneath a canopy or awning or attached directly to, and project out from, the building's facade. Blade signs may not encroach into any public right-of-way or over any public easement (except a pedestrian easement). A pedestrian blade sign must have a minimum clearance of 8 feet above any sidewalk or pedestrian travel surface, and fourteen feet above any vehicular parking or circulation surface. Pedestrian blade signs must comply with the following provisions:

- (1) Maximum size/area: The maximum surface area of a pedestrian blade sign is 4 square feet when suspended beneath a ground-level canopy or awning, or attached to a building on the ground-level facade. The blade sign may be no larger than 8 square feet when attached to the building's second or higher story.
- (2) Location: Pedestrian blade signs are allowed in all nonresidential and mixed-use zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural or residential zoning district.
- (3) Placement/setbacks: A pedestrian blade sign must be suspended beneath a canopy or awning, or attached to building's entrance facade at a minimum height of 8 feet from the grade of the sidewalk and a maximum height of 10 feet, measured from the lowest portion of the frame or structure of the sign.
- (4) Maximum number: A business may have one pedestrian blade sign per public entrance.

(E) Canopy Sign. A canopy sign is a type of attached sign that is painted or applied directly on the surface of an attached or freestanding canopy, or that is designed to be an integral part of the face of a canopy. Canopy signs must comply with the following provisions:

- (1) Maximum height: The height of a canopy sign may not extend beyond the vertical face of the canopy.
- (2) Maximum size/area: A canopy sign's size and area must comply with the following:

- (a) The sign may not exceed 75 percent of the area of the face of the canopy of which it is a part or to which it is attached, or a maximum of twenty-five square feet, whichever is smaller;
 - (b) The copy or artwork may or may not be illuminated; and
 - (c) Gaseous, LED, or illuminated lighting on a canopy must be in conformance with Section 4.98(A) in Article 7 in this Chapter 4.
 - (d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view may not exceed that allowed for attached signs as set forth in Section 4.78(A).
- (3) Location: Canopy signs are allowed in all nonresidential and mixed-use zoning districts.
- (4) Quality: Canopy signs must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling.
- (5) Placement/setbacks: Canopy signs may be placed on the vertical face only of a canopy (not on the roof). Canopy signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
- (6) Maximum number: There may be no more than one canopy sign per canopy face.
- (F) Changeable Message Sign (non-electronic, also termed Reader Board Sign). A non-electronic changeable message sign is a wall-mounted or freestanding sign (or a portion of a larger sign), with manually interchangeable letters and symbols. It includes non-electronic bulletin boards and theater marquees; but, it is not a "Programmable Sign". A changeable message sign may be a component of another type of sign, such as a monument or pylon sign, and all applicable standards for the type of sign of which it is a part apply including, but not limited to, those pertaining to maximum

height, maximum size/area, permissibility in each zoning district, placement/setbacks, or number of signs permissible per lot.

(G) Changeable Message Signs (Electronic). See "Programmable Sign".

(H) Construction Sign. A construction sign is a temporary sign allowed while a development project is being constructed on the premises upon which the sign is located. Construction signs must comply with the following provisions:

(1) Maximum height: A construction sign may be no more than 15 feet in height.

(2) Maximum size/area: A construction sign may be no more 32 square feet.

(3) Location: Construction signs are allowed in all zoning districts, but not on lots containing model home signs.

(4) Placement/setbacks: Construction signs must be placed a minimum of 10 feet from any property or right-of-way line.

(5) Maximum number: The maximum number of construction signs at a single site is one per 1,500 feet of total street frontage (or portion thereof). The total street frontage shall be based on the frontage of the street named on the construction permit as the address of the site.

(6) Duration: Construction signs may remain at a project until it is complete. Construction signs must be removed prior to final building inspection or occupancy of the structure.

(J) Menu Board. A menu board is an on-site display that is utilized by restaurant, entertainment, and other business establishments in a drive-through operation. The menu board may be wall-mounted near the establishment's primary entrance, or may be freestanding at a drive-in or drive-through food service establishment, and may have a speaker and an electronic visual order display board or panel that verifies what the patron is ordering at the drive-through. Menu boards must comply with the following provisions:

- (1) Maximum height: The maximum height of a menu board is 8 feet if freestanding; if it is mounted upon a wall above a sidewalk, the top edge must be no higher than 7 feet above nearest sidewalk grade.
 - (2) Maximum size/area: The maximum surface area of a menu board is 45 square feet.
 - (3) Location: Menu boards are allowed in the zoning districts that allow the associated use by right (or by SUP where applicable).
 - (4) Placement/setbacks: Menu boards, if freestanding, are prohibited in the front building setback(s); menu boards are prohibited in a side or rear yard where adjacent to any residential zoning district.
 - (5) Maximum number: If freestanding, two menu boards per establishment (or per drive-through lane, if more than one) are allowed. However, drive-in style restaurants may have one menu board per parking stall, plus up to two menu boards for a drive-through lane. If wall-mounted, one menu board per business is allowed.
- (K) Monument Sign. A monument sign is a type of freestanding ground mounted sign having a low profile and the structure of which being made of stone, concrete, decorative metal, brick, or similar materials that is designed to complement the architecture of the building or complex on the premises where the sign is located. The lower edge of a monument sign must be contiguous with the ground (that is, solid from the ground up), and may not be elevated above grade by the use of poles, struts or wires, and may not incorporate embellishments or cut-outs. All sign panels on a monument sign must be architecturally compatible and cohesively designed. Monument signs must comply with the following provisions:
- (1) Maximum height: The maximum height for a monument sign is 7 feet, including the monument base, as measured from the average ground level at the base to the topmost portion of the sign or structure. The ground upon which a monument sign is located may be bermed (or designed as a raised planter with heavy evergreen landscaping to conceal the planter on all sides) a

maximum of 2 feet above average grade where the sign is placed.

- (2) Maximum size/sign area: The maximum surface area of a monument sign is 50 square feet.
- (3) Location: A monument sign is allowed in all zoning districts, but is prohibited on individual single- or two-family residential lots.
- (4) Placement/setbacks: A monument sign must be placed a minimum of 5 feet from any property or right-of-way line.
- (5) Maximum number: A site is allowed only one monument sign per street frontage, or a maximum of one per 300 feet of total street frontage if no pole or pylon sign is also used , but in no case are more than 3 monument signs allowed.

(L) Multi-Tenant Complex Sign.

- (1) A "Unified-lot" means two or more contiguous premises, whether in a single building or multiple buildings, which are a part of the same site plan, shopping center, business complex, or other similar type of multi-tenant development.
- (2) Except as expressly provided for within this subsection (L), owners or tenants of property located within a unified-lot may not construct, or advertise on, freestanding signs, except on multi-tenant complex signs that are the subject of a unified-lot sign agreement, to which they are a party, as further detailed in below subsection (f).
- (3) A multi-tenant complex sign is a type of freestanding sign that is used to identify the name of a multiple-building and multiple-tenant retail shopping center, a business park, or an industrial, commercial or office center or complex to assist public safety and emergency personnel in identifying individual businesses or tenants on the site or within the shopping center or business complex. A multi-tenant complex sign must be mounted on a single structural element on one of the lots represented on the sign. A multi-tenant complex sign is allowed with a fully executed unified lot

agreement, as more particularly described in below subsection (6). Freestanding businesses that are represented on a multi-tenant complex sign, and that have a minimum building square footage of 5,000 square feet, are also allowed one monument sign on their own lot, in addition to representation on a site-applicable multi-tenant complex sign. All sign panels on a multi-tenant complex sign must be architecturally compatible and cohesively designed. Multi-tenant complex signs must comply with the following provisions:

- (a) Maximum height: The maximum height of a multi-tenant complex sign is 35 feet. If located within 100 feet of an elevated portion of Interstate Highway 635, Interstate Highway 30 or President George Bush Turnpike/State Highway 190 and if sign visibility is impeded due to the highway elevation, the Planning Director may approve up to 10 feet of additional height, but in no case may it exceed a total height of 40 feet, in accordance with the alternative compliance provisions of Article 1, Division 2 of this Chapter 4.
- (b) Maximum size/area: The maximum surface area of multi-tenant complex signs is 150 square feet per side for pylon style signs, and 200 square feet per side for monument style signs.
- (c) Location: Multi-tenant complex signs are allowed in all nonresidential and mixed-use zoning districts on a unified-lot development site of combined contiguous lots that is at least 5 acres in size.
- (d) Placement/setbacks: Multi-tenant complex signs must be placed a minimum of 10 feet from any property or right-of-way line. Multi-tenant complex signs may be only masonry pylon or monument style (that is, they may not be pole signs).
- (e) Maximum number: Only one multi-tenant complex sign is allowed per 20 acres in the development and only one per street frontage.
- (f) Unified-lot sign agreement: A unified-lot sign agreement, in a form provided by the City, is

required whenever the owners (or the sole owner if only one) of 2 or more contiguous lots agree to treat their separate lots as one unified lot for the limited purpose of sharing a multi-tenant complex sign. The property owners must both be named as parties and execute the agreement. The agreement shall provide the following: (i) a legal description of the properties subject to the agreement; (ii) the parties agree to treat their separate lots as one unified lot; (iii) the parties agree to maintain the sign in accordance with Section 4.72 of this Article 5; (iv) a provision that the parties, their heirs, and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement (except for freestanding businesses who may have one additional monument sign on their own lot); (v) a provision that the agreement is a covenant running with the land to be filed and made a part of the Deed Records of the applicable county of jurisdiction; and (vi) a provision that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement is not effective until a true and correct copy of the approved agreement is filed with the applicable county and a copy is filed with the Building Official.

(M) Mural (also termed Original Art Display). A mural is a non-electronic, static work of art applied directly to a building's wall surface. Murals are intended for viewing and enjoyment by the public as art. Murals must comply with the following provisions:

- (1) Maximum height: A mural may extend no higher than the height of wall surface.
- (2) Location: Murals are allowed in all nonresidential and mixed-use zoning districts.
- (3) Placement/setbacks: Murals may only be placed on the vertical face only of a building. They must be professionally applied by an experienced mural-painting artisan(s) using paint that will weather well and will generally remain legible and in its original appearance for at least 5 years following application.

- (4) Maximum number: The number of murals is limited to one per building, or one per street frontage for a corner or through lot or property.
- (N) Pole Sign. A pole sign is a single-support style sign that is placed on or anchored in the ground, and that is structurally independent of any building or other structure. Pole signs are prohibited in all zoning districts. .
- (O) Programmable Signs (Electronic). A programmable sign is a sign capable of displaying changing content through still, animated, scrolling or moving messages or images by remote or automatic means without the need to physically touch the sign face. The term includes signs that project images, display messages or images by means of electronic or 'digital' illumination such as cathode ray tubes, light emitting diodes (LED), plasma screens, liquid crystal displays, fiber optics, lasers, projectors and similar technology. Electronic programmable signs must comply with the following provisions:
- (1) Maximum height: The maximum height for an electronic programmable sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign).
 - (2) Maximum size/area: The maximum surface area of an electronic sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign)
 - (3) Location: Electronic programmable signs are allowed as on-premise, freestanding signs in all nonresidential and mixed-use districts. An electronic programmable sign is also permitted in a residential district on a site that contains and operates as a lawful nonresidential use, and that has at least one frontage on a Type D (four-lane, divided) or larger thoroughfare, as shown on the City's adopted *Major Thoroughfare Plan*, in which case the electronic programmable sign may only be placed on a Type D or larger street frontage. Additionally, where located within a residential district or within 25 feet of a residential district, electronic programmable signs are prohibited from displaying illuminated messages between 10:00 p.m. to 6:00 a.m. to further minimize

potential negative impacts on surrounding residential properties.

- (4) Attached signs or Attached Wall Signs. Attached programmable signs are prohibited in all districts.
- (5) Placement/setbacks: The placement and setback standard for an electronic programmable sign is the same as the type of sign on which it is attached (such as a monument sign or pylon sign).
- (6) Maximum number: One electronic programmable sign is allowed per site. Except on a site in a nonresidential zoning district with frontage on 2 or more streets, or more than 300 feet of frontage on a single street, a maximum of 2 electronic programmable signs are allowed, both of which must be monument signs.
- (7) Electronic programmable signs are prohibited from:
 - (a) Displaying animated, full-motion or other moving images, or display a flashing or blinking image, an image that incorporates intermittent or bursts of illumination, or an image that scrolls, fades, rolls, shades, dissolves, or otherwise gives the appearance of movement that is not solely a transition between displays as provided by Subsection 4.78(P) (7) (c) below;
 - (b) Projecting an image onto a structure, building, the ground, or another object;
 - (c) Displaying an image for a period of less than eight seconds, or exceeding a period of two seconds during a transition between a complete change of message (other than black screen);
 - (d) Transitioning from one display to the next in a manner that requires the viewer to read subsequent displays in order to determine the message being conveyed; or
 - (e) Including any audio message.
- (8) A programmable sign must be equipped with a properly functioning automatic dimmer to adjust the luminance of the sign relative to ambient light so that at no time the sign will exceed the luminance limitations of

Subsections 4.70(I) and 4.70(J). A programmable sign must be equipped with a properly functioning default mechanism that will cause the sign to revert immediately to a single, fixed, non-transitory image or to a black screen if the sign malfunctions. The owner of a programmable sign must provide the Building Official with current, valid contact information for a person who is authorized and able to turn off the programmable sign within four hours of notification in the event of a malfunction.

- (9) The sign face(s) of a freestanding on-premise pylon or monument signs may be converted to a programmable sign only in a manner that fully conforms to the provisions of this GDC. A lawfully existing, nonconforming on-premise sign must be made conforming in all respects including, without limitation, setbacks, sign area, height, and number in order to convert the sign face(s) of the sign to a programmable sign.
- (P) Pylon Sign. A pylon sign is a double- (or multiple-) support single-tenant or multi-tenant style sign that is placed on, or anchored in, the ground, and that is structurally independent of any building or other structure. Pylon signs must be designed in such a manner so that the support structures are architecturally and visibly distinct from one another. Pylon signs must be located entirely on private property and not within any public right-of-way or easement. All sign panels on a multi-tenant pylon sign must be architecturally compatible and cohesively designed. All supports for a pylon sign must be constructed of masonry products (or be constructed in such a manner as to have the appearance of masonry (however, stucco construction is not allowed). Pylon signs must comply with the following provisions:
 - (1) Maximum height: A pylon sign may be a maximum height of 22 feet.
 - (2) Maximum size/area: The maximum surface area of a pylon sign is 150 square feet.
 - (3) Location: Pylon signs are allowed in all nonresidential zoning districts with the exception of NS, NO, UR, UB and DT districts (only monument-style freestanding signs are allowed in those districts).

- (4) Placement/setbacks: A pylon sign must be placed a minimum of 20 feet from any property or right-of-way line.
 - (5) Maximum number: One pylon sign per site per public street frontage is allowed (not allowed if property only has access from an access easement or non-public street); minimum spacing between freestanding pylon signs on-site and from those on adjacent properties shall be at least 150 feet.
- (Q) Reader Board Sign. Reader board signs must comply with the standards of a "Changeable Message Sign, Non-Electronic."

Division 6 - Variances; Appeals

Section 4.81 Variances; Appeals

A request for a variance to one or more of the sign-related regulations cited in Subsection (D) below may be submitted to the Planning Department in the format specified by the Department, and will be processed and scheduled for consideration for approval by the Plan Commission using the processing procedures set forth in Division 4 of Chapter 5 of this GDC, and using the notification and public hearing procedures set forth in Article 2, Division 2 and Division 3 of Chapter 1 of this GDC.

- (A) The Plan Commission may, in specific cases and subject to appropriate conditions, authorize variances and exceptions to the regulations established in this Article 5 when the Commission has made a finding from the evidence presented that strict compliance with a requirement will result in a hardship or inequity to the applicant in accomplishing the objectives of this article, provided that economic or self-created hardship alone is not a sufficient basis for the granting of a variance or exception. A three-quarters (3/4) vote of the Plan Commission members present and voting is required to approve a sign variance. Upon appeal (if any), a three-quarters (3/4) vote of the City Council members present and voting is required to overrule a sign variance denial by the Plan Commission.
- (B) The Plan Commission, in considering an application for a sign variance, shall apply the criteria for approval set forth in Section 5.12, Division 4 of Chapter 5, including,

but not limited to, the extent to which the site for which the applicant seeks a variance differs from adjoining sites, the extent that the hardship or inequity claimed by the applicant is self-created or based upon financial need of the applicant, and the adverse effects that the granting of a variance may or would create.

(C) Allowed Variances. The following sign-related regulations may be varied in accordance with the provisions of the above Subsection (C):

(1) Increase the maximum sign area up to an additional 25 percent; and

(2) Encroachment into a required sign setback.

(D) Administrative Approval for Increased Sign Area. An increase in sign area for attached signs and freestanding signs up to 10 percent of the allowable sign area may be approved by the Planning Director provided that the request meets the criteria outlined for development variances in Section 5.12, Division 4 of Chapter."

Section 2

That Chapter 4 of the Garland Development Code of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 4

That the terms and provisions of this Ordinance are severable and are governed by Sec. 1.07 of the Garland Development Code of the City of Garland, Texas.

Section 5

That this Ordinance shall be and become effective on the 1st day of June, 2019.

PASSED AND APPROVED this the _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 02/19/2019

Item Title: Optional Redemption of Tax Notes

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

When Council approved the issuance of \$12,195,000 Tax Notes, Series 2018 on September 18, 2018, it was contemplated that the City would exercise the call provision to redeem the notes prior to their scheduled maturity date of November 15, 2019.

Staff requests Council consider approving a resolution to redeem the Tax Notes, Series 2018 as contemplated.

Recommendation/Action Requested and Justification

Approve a resolution to call \$12,195,000 of Tax Notes, Series 2018.

Attachments

Optional Redemption of Tax Notes, Series 2018

RESOLUTION NO. _____

A RESOLUTION providing for the redemption of certain outstanding City of Garland, Texas, Tax Notes, Series 2018; and resolving other matters incident and related to the redemption of such obligations.

WHEREAS, pursuant to Ordinance No. 7013 (the "Ordinance") passed and adopted by the City Council (the "Council") of the City of Garland, Texas (the "City"), the following described obligations were duly authorized to be issued and are currently outstanding, to wit: City of Garland, Texas, Tax Notes, Series 2018, dated September 1, 2018, maturing on November 15, 2019, and aggregating in principal amount \$12,195,000 (the "Notes"); and

WHEREAS, the Notes were authorized, issued, sold and delivered subject to the right and authority of the City to redeem the same prior to maturity, as provided in the Ordinance and in said obligations; and

WHEREAS, the Council hereby finds and determines that the Notes should be redeemed prior to their maturity on the date hereinafter provided;

WHEREAS, the 100% owner of the Notes has agreed to a February 20, 2019 optional redemption of the Notes; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

SECTION 1: The tax notes of the series known as "City of Garland, Texas, Tax Notes, Series 2018," dated September 1, 2018, maturing on November 15, 2019, and aggregating in principal amount \$12,195,000, shall be redeemed and the same are hereby called for redemption on February 20, 2019, at the price of par plus accrued interest to the date of redemption.

SECTION 2: The prior actions of the City advising the holder of the outstanding Notes of the redemption on February 20, 2019 are hereby ratified and confirmed.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

PASSED AND ADOPTED, this February 19, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 02/19/2019

Item Title: Sale of Property - 450 East Kingsley Road

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the February 18, 2019 City Council Work Session, Council was briefed on the potential sale of property at 450 East Kingsley Road. The City of Garland has received an unsolicited offer from the Garland Foundation for Development, Inc. related to the purchase of City owned property obtained through a 2013 Sheriff's Sale. The Garland Foundation for Development, Inc. has presented an offer of \$6,880 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes will be approximately \$304.87 bringing the total amount paid at closing to approximately \$7,184.87. The City of Garland will receive \$1,836.57 from the proceeds of this sale.

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to the Garland Foundation for Development, Inc. This property has been held by the City of Garland since 2013 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

450 E. Kingsley - Resolution

450 E. Kingsley - Offer

450 E. Kingsley - Deed

450 E. Kingsley - Map and Picture

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 14th Judicial District Court of Dallas County, Texas in cause number TX12-40662, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That City agrees to the sale of certain real property being

TRACT 26 OF THE JOHN W. KEEN SURVEY, ABSTRACT 742, PAGE 150, aka 450 E. KINGSLEY ROAD, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 72215, PAGE 1018 OF THE DALLAS COUNTY DEED RECORDS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of _____, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

November 28, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Garland Foundation for Development, Inc. to purchase
450 E. Kingsley Rd., Garland, Texas

Dear Mr. Worsham:

Garland Foundation for Development, Inc. has offered to purchase 450 E. Kingsley Rd., Garland, Texas (TRACT 26 OF THE JOHN W. KEEN SURVEY, ABSTRACT 742, PAGE 150, aka 450 E. KINGSLEY ROAD, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 72215, PAGE 1018 OF THE DALLAS COUNTY DEED RECORDS) for \$6,880.00. In addition to that amount, all post-judgment taxes for the years 2013 will be paid at closing. The total amount of post-judgment taxes will be approximately \$304.87 of which the City of Garland will receive approximately \$83.93.

This property was sold at a Sheriff's Sale on November 5, 2013 pursuant to delinquent tax collection suit number TX12-40662. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$6,880.00.

The property's most recent value according to the Appraisal District is \$13,760.00. The total judgment amount was \$9,455.94, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$4,225.24. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light blue rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	65074215010260000
Property address:	450 E. Kingsley Rd.
Cause No.:	TX12-40662
Judgment Date:	July 1, 2013
Sheriff's Sale Date:	November 5, 2013, September 4, 2018
Judgment amount:	GISD 1998-2012 taxes \$3,459.95 (51.8%)
	City 1999-2012 taxes \$1,461.62 (21.9%)
	County 1993-2012 taxes \$1,759.07 (26.3%)
Total Judgment for Taxes:	\$6,680.64
Court costs:	\$2,519.34
Sheriff's fees for sale:	\$1,343.40
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$362.50
Total Costs:	\$4,225.24

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$2,519.34
2.	Dallas County Sheriff	\$1,343.40
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$362.50
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$252.64
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$598.06
7.	Dallas County (Pro-rata Judgment tax year distribution)	\$304.06
	TOTAL Judgment Distribution	\$6,880.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$83.93
9.	Garland ISD (Post Judgment tax year distribution)	\$143.06
10.	Dallas County (Post Judgment tax year distribution)	\$77.88
	TOTAL Post Judgment Distribution	\$304.87

	TOTAL Distribution	\$7,184.87
--	---------------------------	-------------------

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Foundation for Development, Inc., a Texas Local Government Corporation, 200 N. 5th Street, Garland, Texas 75040** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **450 E. Kingsley Rd.**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**TRACT 26 OF THE JOHN W. KEEN SURVEY, ABSTRACT 742,
PAGE 150, aka 450 E. KINGSLEY ROAD, CITY OF GARLAND,
TEXAS AS RECORDED IN VOLUME 72215, PAGE 1018 OF
THE DALLAS COUNTY DEED RECORDS (the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX12-40662 in the 14th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 201_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

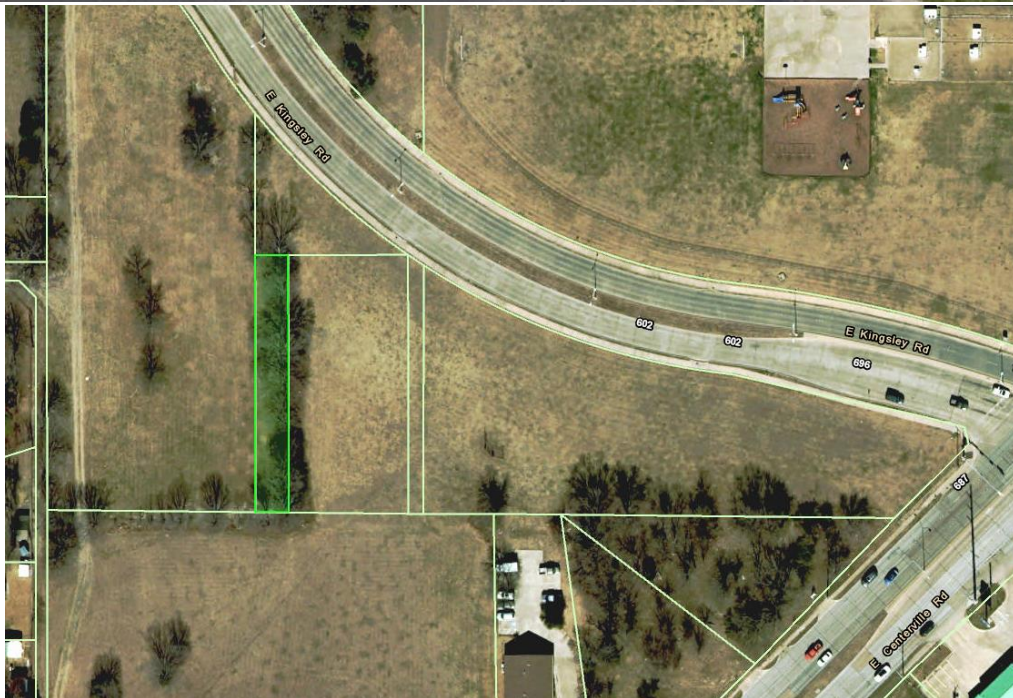
The foregoing instrument was acknowledged before me on the _____ day of _____, 201_, by _____, in her capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

450 E Kingsley Rd Map and Picture





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

7.

Meeting Date: 02/19/2019

Item Title: Sale of Property - 502 East Kingsley Road

Submitted By: Corey Worsham, Tax Administrator

Summary of Request/Problem

At the February 18, 2019 City Council Work Session, Council was briefed on the potential sale of property at 502 East Kingsley Road. The City of Garland has received an unsolicited offer from the Garland Foundation for Development, Inc. related to the purchase of City owned property obtained through a 2016 Sheriff's Sale. The Garland Foundation for Development, Inc. has presented an offer of \$26,140 for the property. The purchaser has also agreed to pay the post-judgment taxes at closing. The post-judgment taxes will be approximately \$1,734.15 bringing the total amount paid at closing to approximately \$27,874.15. The City of Garland will receive \$8,156.99 from the proceeds of this sale.

Recommendation/Action Requested and Justification

Staff recommends that the City Council accept the offer and sell the property to the Garland Foundation for Development, Inc. This property has been held by the City of Garland since 2016 and pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with approval of the governing body.

Attachments

502 E Kingsley - Resolution

502 E Kingsley - Deed

502 E Kingsley - Offer

502 E Kingsley - Map and Pictures

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 160th Judicial District Court of Dallas County, Texas in cause number TX15-01137, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That City agrees to the sale of certain real property being

0.60 ACRES, TRACT 25, OUT OF THE JOHN W. KEEN SURVEY, ABSTRACT 742, PAGE 150, AKA 502 E. KINGSLEY RD, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 81244, PAGE 1033, OF THE DALLAS COUNTY DEED RECORDS

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Foundation for Development, Inc., a Texas Local Government Corporation, 200 N. 5th Street, Garland, Texas 75040** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **502 E. Kingsley Rd.**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

BEING 0.60 ACRES, TRACT 25, OUT OF THE JOHN W. KEEN SURVEY, ABSTRACT 742, PAGE 150, AKA 502 E. KINGSLEY RD, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 81244, PAGE 1033, OF THE DALLAS COUNTY DEED RECORDS (the "Property").

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including,

without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX15-01137 in the 160th Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 201_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 201_, by _____, in her capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcml.com

November 28, 2018

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Garland Foundation for Development, Inc. to purchase
502 E. Kingsley Rd., Garland, Texas

Dear Mr. Worsham:

Garland Foundation for Development, Inc., a Texas Local Government Corporation has offered to purchase 502 E. Kingsley Rd., Garland, Texas (BEING 0.60 ACRES, TRACT 25, OUT OF THE JOHN W. KEEN SURVEY, ABSTRACT 742, PAGE 150, AKA 502 E. KINGSLEY RD, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 81244, PAGE 1033, OF THE DALLAS COUNTY DEED RECORDS) for \$26,140.00. In addition to that amount, all post-judgment taxes for the years 2015-2016 will be paid at closing. The total amount of post-judgment taxes will be approximately \$1,734.15 of which the City of Garland will receive approximately \$454.06.

This property was sold at a Sheriff's Sale on June 7, 2016 pursuant to delinquent tax collection suit number TX15-01137. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$26,140.00.

The property's most recent value according to the Appraisal District is \$52,270.00. The total judgment amount was \$27,121.87, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$2,706.39. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light blue rectangular background.

J. Douglas Burnside

Enclosure

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	65074215010250000
Property address:	502 E. Kingsley Rd.
Cause No.:	TX15-01137
Judgment Date:	January 14, 2016
Sheriff's Sale Date:	June 7, 2016
Judgment amount:	GISD 1994-2014 taxes \$14,156.54 (60.7%)
	City 1995-2014 taxes \$6,590.63 (28.3%)
	County 2007-2014 taxes \$2,557.35 (11.0%)
Total Judgment for Taxes:	\$23,304.52
Court costs:	\$736.00
Sheriff's fees for sale:	\$1,620.39
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$350.00
Total Costs:	\$2,706.39

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$736.00
2.	Dallas County Sheriff	\$1,620.39
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$350.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$6,202.93
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$13,323.77
7.	Dallas County (Pro-rata Judgment tax year distribution)	\$2,406.91
	TOTAL Judgment Distribution	\$26,140.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$454.06
9.	Garland ISD (Post Judgment tax year distribution)	\$854.48
10.	Dallas County (Post Judgment tax year distribution)	\$425.61
	TOTAL Post Judgment Distribution	\$1,734.15
	TOTAL Distribution	\$27,874.15

502 E Kingsley Rd Map and Picture





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8.

Meeting Date: 02/19/2019

Item Title: Resolution for HOT legislation

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

City Council previously approved a legislative agenda for the 2019 General Session of the Texas Legislature. A portion of that legislative agenda consisted of pursuing a bill amending Chapter 351 of the Texas Tax Code, "Municipal Hotel Occupancy Taxes," to grant the City broader authority to use tax revenues to host sporting events and reduce the amount of revenue dedicated to advertising and promotions. Senator Nathan Johnson's office has requested that the City pass a resolution supporting the proposed amendments to Chapter 351.

Recommendation/Action Requested and Justification

Approve a resolution supporting the amendments to Chapter 351 of the Texas Tax Code.

Attachments

Resolution for HOT Legislation

RESOLUTION NO.

A RESOLUTION APPROVING A LEGISLATIVE POLICY FOR THE CITY OF GARLAND, TEXAS, RELATED TO AN AMENDMENT OF CHAPTER 351 OF THE TEXAS TAX CODE AND THE USE OF MUNICIPAL HOTEL OCCUPANCY TAX REVENUE; GRANTING CITY STAFF GENERAL AUTHORITY TO WORK WITH LEGISLATURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature has convened for the regular legislative session of 2019;

WHEREAS, the City Council has directed the preparation of a legislative policy in relation to the City's interests in legislative matters ("Legislative Policy") during the 2019 session of the Texas Legislature;

WHEREAS, as a part of the Legislative Policy, the Council hereby finds that the following amendments to Chapter 351 of the Texas Tax Code, "Municipal Hotel Occupancy Taxes," are beneficial and in the best interest of the citizens of the City of Garland;

WHEREAS, pursuant to Chapter 351 of the Texas Tax Code, the City currently levies a hotel occupancy tax rate of seven percent of the price paid for a room in a hotel within the City of Garland;

WHEREAS, the City has invested public funds and resources in the construction, maintenance, enhancement, and use of public sporting facilities, trails, and parkland;

WHEREAS, the City desires to use hotel tax revenue to host regional and state-wide sporting events in which a majority of the participants will be tourists who will substantially increase economic activity at hotels and motels within the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Council hereby approves the inclusion of the following amendments to Chapter 351 of the Texas Tax Code, "Municipal Hotel Occupancy Taxes," to its Legislative Policy:

1. Amending Section 351.101, "Use of Tax Revenue," to allow the City of Garland to use hotel occupancy tax revenue for expenses related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the City or its vicinity;
2. Amending Section 351.103, "Allocation of Revenue; General Rule," to provide the City of Garland with flexibility in its use of hotel occupancy revenue by lowering the minimum amount allocated for advertising and promotions from 50 percent of revenue collected to 30 percent.

Section 2

That the City Council hereby approves City staff working with members of the legislature to take necessary action to carry out the intent of the City Council regarding any amendments related to the City's authority to use municipal hotel occupancy tax revenues.

Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

9.

Meeting Date: 02/19/2019

Item Title: Consider the Appointment of Jeffrey L. Bryan as Chief of Police of the Garland Police Department

Summary of Request/Problem

Consider, pursuant to Section 143.013 of the Texas Local Government Code, the confirmation of Jeffrey L. Bryan as the Chief of Police of the Garland Police Department.

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

10.

Meeting Date: 02/19/2019

Item Title: Presentation of 2019 Proposed CIP

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

The City Manager will formally present the 2019 Proposed Capital Improvement Program (CIP) for the City Council's review and deliberation.

Recommendation/Action Requested and Justification

Receive the 2019 Proposed CIP and call for Public Hearings to be held on Tuesday, February 26, 2019, at 6:00 P.M., and Tuesday, March 5, 2019, at 7:00 P.M., in the City Council Chambers.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

11.

Meeting Date: 02/19/2019

Item Title: Joint Election Contract

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Council is requested to approve a contract with Dallas County Elections to secure election services for all Garland registered voters for the May 4, 2019 General Election.

Dallas County will provide the estimated cost for the election after February 20, 2018.

Recommendation/Action Requested and Justification

Approve by minute action authorizing the Mayor, City Manager, and City Secretary to enter into a Joint Election Contract and Election Services Agreement with Dallas County Elections and other participating Dallas County Entities.

Attachments

May 4 2019 Joint Election Services Contract

**ELECTION SERVICES CONTRACT ("Election Services Contract" or "Contract")
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND**

**Town Of Addison (TOA)
City Of Balch Springs (COBS)
City Of Carrollton (COC)
City Of Cedar Hill (COCdH)
City Of Cockrell Hill (COCKH)
City Of Dallas (COD
City Of Desoto (CODE)
City Of Duncanville (CODu)
City Of Farmers Branch (COFB)
City Of Garland (COG)
City Of Grand Prairie (COGP)
City Of Hutchins (COH)
City Of Irving (COI)
City Of Lancaster (COL)
City Of Lewisville (COLeW)
City Of Mesquite (COM)
City Of Richardson (COR)
City Of Rowlett (CORw)
City Of Sachse (COSa)
City Of Seagoville (COSe)
Town Of Sunnyvale (TOS)
City Of Wilmer (COW)
Carrollton-Farmers Branch ISD (CFBISD)
Cedar Hill ISD (CHISD)
Coppell ISD (CpISD)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD (DuISD)
Garland ISD (GISD)
Grand Prairie ISD (GPISD)
Highland Park ISD (HPISD)
Irving ISD (IISD)
Lancaster ISD (LISD)
Mesquite ISD (MISD)
Richardson ISD (RISD)
Sunnyvale ISD (SuISD)
Dallas County Community College District (DCCCD)**

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD SATURDAY, MAY 4th, 2019
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Toni Pippins-Poole is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County, County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this Joint Election to be held in Dallas County, Texas on **Saturday, May 4, 2019** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other and with Dallas County, Texas and the State of Texas, to the extent that Dallas County, Texas and the State of Texas have candidates on the ballot in this Joint Election.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator is authorized as the agent for each Participating Political Subdivision to enter into a contract to furnish the election services requested within this Election Services Contract.
- e)d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be **June 8, 2019**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a Participating Political Subdivision states in writing before **Thursday, May 16, 2019** that it

does not wish to participate in a joint runoff election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost required to be deposited into a special and separate Joint Runoff Election account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
- a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
 - b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.
 - c) **"Attachment C"** is a list of the Election Day polling places for this Joint Election.
 - d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.
 - e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.
 - f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. "Attachment F" will also contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline (**Thursday, April 4, 2019**) for voters to submit applications to register to vote or changes of address in this Joint Election. In this Election Services Contract, the phrase "election precinct" is synonymous with the phrase "voting precinct."
 - g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details
 - h) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Robert Heard, Assistant Elections Administrator, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207; or, emailed to Robert.Heard@DallasCounty.org.** Also, send these documents to: Daniel Bradley at Daniel.Bradley@DallasCounty.org.
- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.
- c) **Always copy Toni.Pippins-Poole@DallasCounty.ORG on all communications related to legal documents and question regarding this election.**

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4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on three different kinds of voting systems, each of which has been approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: Direct Recording Electronic voting machines (“DRE”); an optical scanner voting system (“optical scan”); and a voting system accessible to voters with physical disabilities (“ADA Terminals”). On **Tuesday, April 16, 2019 at 10:00 A.M.**, at the County Elections Department at 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, the Elections Administrator will test the DRE voting system and the automatic tabulating equipment used for counting ballots at the central counting station. From **Wednesday, April 10th, 2019 – (until completed)**, at the County Election Equipment Warehouse at 1506 East Langdon Road, Hutchins, Texas, the Elections Administrator will test the optical scan voting system. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.
- b) The Elections Administrator will provide DREs, precinct ballot counters, and voting booths for this Joint Election. Each polling place will have at least one voting terminal that complies with the Americans with Disabilities Act (“ADA”). During the early voting period, each early voting polling place will have master Personal Electronic Ballot (“PEB”) devices and iVotronic DRE machines. For Election Day, the Elections Administrator will allocate voting booths to all of the polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day polling place will have at least one precinct ballot counter and one (1) ADA iVotronic machine.
- c) The itemized list of the estimated election expenses for this Joint Election are in “Attachment A,” which includes, but may not be limited to the number of voting booths, precinct ballot counters, precinct tabulators, iVotronics voting machines, Americans with Disability Act (“ADA”) Voting Terminals, Gemini voting booths, Personal Electronic Ballots, and Master Personal Electronic Ballots. All of the Participating Political Subdivisions agree that ADA Terminals will be used during this Joint Election under the Help America Vote Act of 2002 (“HAVA”) and that the ADA Terminals will be part of this Election Services Contract.

10)5) POLLING PLACES

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day polling places listed in "Attachment C" subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places as soon as possible before this joint election.
- b) Whenever possible, previously used polling places that voters are accustomed to using will be used for the election precincts and partial election precincts in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this Joint Election.
- c) For polling places that have changed since the most recent election ordered by a Participating Political Subdivision, the Elections Administrator will mail registered voters affected by the changes notice of their new polling place location.

11)6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83.
- b) **This sub-paragraph applies only to an election with no partisan candidate on any ballot.** If a Participating Political Subdivision requests that a person not listed in "Attachment E" be appointed to serve in a specific polling place, but another Participating Political Subdivision requests that a different person be appointed to serve that same polling place, then the Elections Administrator will conduct a drawing by lot from the recommendations, no later than ~~Monday~~, **Monday, February 25, 2019** to resolve the conflict and notify each Participating Political Subdivision affected of the resolution. After the Elections Administrator notifies a person so selected by lot of the polling place where the person will serve, the Elections Administrator is not required to act on further such requests from the Participating Political Subdivisions for that specific polling place.
- c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- d) If a person is unable or unwilling to serve as a presiding election judge or an alternate

election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

- e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, and optical scan training session taught by the Elections Administrator for this Joint Election within the last 6 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election.
- g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding election judge of such a precinct is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a precinct, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a precinct required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.
- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding

election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each election precinct shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place served by the presiding election judge on Election Day.

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- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
- k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.
- l) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, regional sites on election night will received pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.

12.7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the polling places.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format

form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

13)8) OPTICAL SCAN CARD BALLOTS

- a) The Elections Administrator will allocate ballots for this Joint Election by determining the approximate voter turnout for comparable elections in each election precinct or partial election precinct and then adding **25%** to that number for each election precinct or partial election precinct. However, the minimum ballot allocation for each election precinct or partial election precinct will range from **25-50%** of the registered voters in each election precinct or partial election precinct depending on election type and authorized by the political subdivision (**50%** is recommended for local liquor elections).
- b) Additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place that requests additional ballots and printed on an a needed basis. Cost per ballot will be forty-five cents (.45¢).

14)9) RETURNS OF ELECTIONS

- a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The Elections Administrator hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoints the following central counting station officials:

Central Count Station Manager:

Toni Pippins-Poole, Dallas County Elections Administrator

Tabulation Supervisor:

(Daniel Bradley), Central Count Station Manager

Assistant Tabulation Supervisor:

(Danielle Grant), Central Count Station Lead Clerk

Presiding Judge:

TBD Fay Matthews-Bridges, Dallas ISD

Alternate Presiding Judge:

Belinda Berg, City of Cedar Hill, Texas TBD

- c) The Central Count Station Manager or her representative will deliver timely, cumulative

reports of the election results as election precincts are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and election precinct returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas.

- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **Wednesday, May 15, 2019**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.
- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the average cost per polling place and the allocation of election day tabulators (hereinafter "M100's") in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses

by the total number of polling places. A "Polling Place" will be identified by and defined based on the presence and number of M100's and/or Election Supply Carts ("ESC"). Any Participating Political Subdivision that requests a different combination of precincts in polling places that exceeds the Unit Cost will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full Unit Cost as specified in "Attachment A."

- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department either half or the full balance of money listed in "Attachment A: Deposit of Funds Detail" of this Election Services Contract by the first deposit due date of **MondayWednesday, February 25⁷, 2019**. If the Participating Political Subdivision makes a partial initial deposit on or by **February 25²⁷, 2019**, a full and final deposit must be made to the Dallas County Elections Department by **MondayTuesday, March 12¹, 2019**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election

account.

- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election by **MondayTuesday, February 25~~27~~, 2019, or, by MondTuesday, March 12~~1~~, 2019** for Special Elections, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Toni Pippins-Poole
Dallas County Elections Administrator
2377 N. Stemmons Freeway, Suite 820
Dallas, Texas 75207

In the "memo" section of check place Election Escrow Account: _____

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision

as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election's records to the Dallas County Record Storage facility. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22) month** preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation, proceeding, or a pending request for public information, related to the election records until such investigation, proceeding, or request for public information is finally concluded.
- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."

- b) **This sub-paragraph applies only to a joint election with no partisan candidate on any ballot.** Participating Political Subdivisions may recommend people to the Elections Administrator to serve as a deputy early voting judge/clerk. The Elections Administrator will consider any recommendations and/or requests of each Participating Political Subdivision. If a Participating Political Subdivision recommends a person not listed in "Attachment D" and that recommendation conflicts with the recommendation from any of the other Participating Political Subdivisions involved in the election in that polling place, the Elections Administrator will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his or her selection as deputy early voting judge or deputy early voting clerk, no changes may be made by any of the Participating Political Subdivisions.
- c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows: **Monday, April 22, 2019 through Friday, April 26, 2019, from 8:00 A.M. to 5:00 P.M.; Saturday, April 27, 2019 between 8:00 A.M. and 5:00 P.M.; Sunday, April 28, 2019, between 1:00 P.M. and 6:00 P.M.; and, Monday, April 29, 2019 through Tuesday, April 30, 2019 between 7:00 A.M. and 7:00 P.M.**
- d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision will appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **Monday, March 18, 2019**. The Participating Political Subdivisions agree to appoint **David Morris** as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **Friday, March 29, 2019**.
- f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.
- g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or

scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by precinct report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **February 22, 2019**, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or

Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.

- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).
- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.
- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the

Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the parties will agree to use a mutually agreed-upon mediator. Unless the parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on the Dallas County Form, "Elections Services Contract Change Forms". Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Attn: Robert Heard Sr.
Dallas County Assistant Elections Administrator
Elections Department – 8th Floor
2377 N. Stemmons Frwy, Suite 820
Dallas, Texas 75207
(214) 819-6300 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is

corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will ~~not~~ preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties ~~The Participating Political Subdivisions~~ have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

DRAFT - Subject to Change - Not for Signature

WITNESS HEREOF, the parties hereto have executed in triplicate originals this **Special Election** Services Contract on this _____ day of February **2019**. ("Effective Date")

APPROVED AS TO FORM*

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S
OFFICE, CIVIL DIVISION

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED

[INSERT NAME AND POSITION]



GARLAND POLICY REPORT

City Council Regular Session Agenda

12.

Meeting Date: 02/19/2019

Item Title: Request for Development Assistance from Kingsley Homes, LLC

Submitted By: David Gwin, Economic Development Director

Strategic Focus Areas: Growing Economic Base

ISSUE

Consider a development incentive request from Kingsley Homes, LLC for a partial rebate of the associated City tract's purchase amount for a proposed residential redevelopment project for a specific period of time up to a maximum amount.

OPTIONS

1. Approve the staff recommendation for a partial rebate the City tract's purchase amount
2. Not approve a rebate of the City tract's purchase amount

RECOMMENDATION

The Garland Foundation for Development will enter into a real property purchase agreement with the developer for the purpose of developing the combined property with new higher median value, owner-occupied townhomes. Upon agreed performance, the City will provide a rebate of a portion of the City tract's purchase amount on a per lot basis to the developer based on the Dallas Central Appraisal District's appraised value of each new residential home. Further, the developer will realize the following specific project performance requirements:

1. The sale price of City-owned property to developer will be 25% above the appraised value.
2. Project will be entirely a townhome development.
3. Minimum of 56 townhomes will be on the combined 6.5± acre site.
4. All townhomes will be multi-level with two car garages.
5. Each townhome will be >1,850 SF in size.
6. All townhomes are to be priced at >\$220,000.
7. The Developer will be responsible for all appraisal fee and closing costs.
8. Maximum total project incentive will be \$100,000.

BACKGROUND

The Developer currently owns a 3.5± acre property generally located in the 300 block of East Kingsley Road and has previously proposed constructing 15 single family homes on the site. The City owns 3.0± acres, generally located in the 400 and 500 block of East Kingsley Road, including two (2) foreclosed tracts adjacent to the Developer's property. Negotiations ensued as to how to make a combined parcel and associated project more economically impactful for the community. It is in the City's long-term interest to induce greater investment of private resources to further maximize benefits for the community. This project is the result of that collaboration and long-term community objective.

CONSIDERATION

The Developer will purchase the City owned property at market valued price, plus a 25% cost premium, and agree to develop the combined site with higher median value residential units. The project represents higher density, owner-occupied residential development and serves to better diversify Garland's housing stock.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into effective the ____ day of _____, 2019 ("Effective Date") by and among Kingsley Homes, LLC. ("Developer"), a Texas limited liability company, and the City of Garland, Texas ("City"), a home rule municipality (each, individually, a "Party" and, collectively, the "Parties").

1. RECITALS.

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement;

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in beneficial developments in the City in order to increase tax revenue for real property within the City, and promote or develop new business enterprises;

WHEREAS, Developer is the owner of real property generally located in the 300 block of East Kingsley Road, southern side of the roadway, and being more particularly described in attached Exhibit A, which is incorporated herein by reference ("Developer's Tract");

WHEREAS, the City is an owner, and acting trustee for Dallas County and Garland Independent School District, of the adjacent real property generally located to the east of the Developer's Tract within the 400 and 500 blocks of East Kingsley Road, and being more particularly described in attached Exhibit B, which is incorporated herein by reference ("City's Tract") (collectively, Developer's Tract and City's Tract will be herein referred to as the "Property");

WHEREAS, the City and the Garland Foundation for Development, a Texas local government corporation ("Foundation") have entered into that certain real property purchase agreement of ____ day of _____, 2019, in which the City has agreed to convey and the Foundation has agreed to accept the City's Tract subject to restrictions that the Property be developed as a single-family attached townhouse development comprised of a minimum of 56 dwelling units ("Residential Improvements"), subject to certain minimum development standards as more particularly described herein ("Project");

WHEREAS, Developer and the Foundation have entered into that certain real property contract of ____ day of _____ 2019 ("Real Property Sales Contract"), subject to Developer constructing the Project on the Property, and in which the Foundation has agreed to convey the City's Tract to Developer in consideration of \$406,250.00 plus appraisal fee and all closing costs (collectively, "City Tract's Purchase Price");

WHEREAS, the Parties agree that notwithstanding any provision contained herein to the contrary, (1) this Agreement is contingent upon the Foundation and Developer closing on the City's Tract pursuant to the terms and conditions of the Real Property Sales Contract, and (2) the

maximum amount of economic development incentives that can be earned by Developer pursuant to this Agreement, is a total of \$100,000.00.

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, under which the City has the authority to waive or reimburse fees, make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City, including the authority to enter into this Agreement;

WHEREAS, the Project will have a direct and positive economic benefit to City;

WHEREAS, the City wishes to provide incentives to Developer to assist in the economic development of the City;

WHEREAS, this Agreement is contingent upon the City conveying the City's Tract to Developer pursuant to the terms and conditions of the Real Property Sales Contract.

NOW THEREFORE, in consideration for the covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

2. DEFINITIONS

Terms used in this Agreement that have their initial letters capitalized shall have the meanings given to them in this Section 2 unless a term is otherwise defined in this Agreement or unless the context in which a term is used clearly requires a different meaning.

2.1 "Agreement" is defined in the introductory paragraph.

2.2 "Average Lot Value" is defined in Section 3.1.6.

2.3 "Base Annual Value" is, for the purposes of calculating Performance Rebate Payments to the Developer, the value agreed upon by the Parties as indicated in the corresponding column of Table 1, on Exhibit C, for each year of the Performance Period.

2.4 "City" is defined in the introductory paragraph.

2.5 "City Requirements" mean ordinances, resolutions, rules, regulations and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Infrastructure, includes, but are not limited to, payment, performance, and maintenance bonds. The City Requirements, as applied to the Residential Improvements, shall not include payment or performance bonds (or cash deposits or any other form of security) or maintenance bonds.

2.6 "City's Tract" is defined in the Recitals.

2.7 "City Tract's Purchase Price" is defined in the Recitals and Section 3.1.6.

2.8 “Commencement” means the filing of a completed grading permit application meeting applicable City Requirements and the commencement of grading work on the Property.

2.9 “DCAD” means the Dallas County Appraisal District.

2.10 “Detailed Plan” is the detailed development plan submitted by Developer, reviewed and finally approved (once accepted) by the City detailing, among other things, a specific layout of the Project, Residential Improvements, the approved location and arrangement of uses and structures, development phasing (if any), Public Infrastructure, open space, public and private amenities, and the overall design of the Project. Upon approval and acceptance of the Detailed Plan by the City, the Detailed Plan shall be incorporated into this Agreement for all purposes, and attached hereto as Exhibit E.

2.11 “Developer’s Tract” is defined in the Recitals.

2.12 “Dwelling Unit” means a structure, or portion thereof, which is designed or used exclusively for residential purposes by a single individual or family for living, sanitary, and sleeping purposes, and that has no more than one cooking facility (that is, only one kitchen).

2.13 “Economic Development Incentives” means the Performance Rebate Payments earned by the Developer, which are capped at a maximum of \$100,000.00, pursuant and subject to the terms and conditions of Section 4 below.

2.14 “Effective Date” is defined in the introductory paragraph.

2.15 “Party” and “Parties” are defined in the introductory paragraph.

2.16 “PD Ordinance” means the planned development ordinance approved by the City Council of the City of Garland related to the Project and development of the Property.

2.17 “Performance Period” means the exclusive period of time beginning January 1, 2021 and continuing thereafter through December 31, 2025, in which Developer is obligated to meet certain minimum performance criteria related to DCAD’s assessment of the values of new nonexempt real property improvements on the individual residential lots.

2.18 “Performance Rebate Payments” means the City’s one-time payments to Developer per lot in the form of rebates in an amount equal to the applicable percentage of Average Lot Value as specified in Table 1 of Exhibit “C” and more fully explained and described in Section 3.1.6.

2.19 “Project” is defined in the Recitals.

2.20 “Property” is defined in the Recitals and, for purposes of this Agreement means all or any portion of the Property.

2.21 “Public Infrastructure” is defined in Section 3.1.4.

2.22 “Residential Improvements” is defined in the Recitals.

2.23 “Developer” is defined in the introductory paragraph.

2.24 “Townhouse” means a single dwelling unit within a group of no less than three, or more than six, attached dwelling units separated from each other by fire-rated walls in compliance with City Requirements, where each dwelling unit occupies its own separately platted lot and is two or more stories in height.

3. PROJECT DEVELOPMENT

3.1 Commencement; Construction; and Performance. In consideration of the City’s participation in the Project, Developer agrees to the following:

3.1.1 Developer shall use commercially reasonable efforts to commence construction of the Project no later than the 520th calendar day following the Effective Date, and shall diligently pursue such construction by commercially reasonable efforts to completion. In the event Developer fails to commence the Project no later than the 520th calendar day following the Effective Date, the City may terminate this Agreement by providing written notice of termination; however, this Agreement shall not terminate unless and until Developer fails to commence the Project within sixty (60) days of its receipt of the termination notice. In the event Developer fails to commence the Project within the five hundred twenty (520) day period, this Agreement shall automatically terminate and shall have no further effect, except for any applicable claw back provisions.

3.1.2 Developer shall, by commercially reasonable efforts, cause the Project to be designed, constructed, completed, and dedicated in accordance with (1) this agreement, (2) all applicable City Requirements, (3) the PD Ordinance, and (4) the Detailed Plan.

3.1.3 Platting and Development. Developer agrees, at Developer’s sole cost and expense, to plat and develop the Project, including all required dedications of land or improvements to the public, in accordance with the provisions, terms, and conditions of the PD Ordinance, City Requirements, this Agreement, and the Detailed Plan.

3.1.4 Public Infrastructure and Improvements. Developer, at its sole cost and expense, shall design, construct and complete all alleys, streets, sidewalks, sanitary sewer and water infrastructure, storm water systems, and other utility infrastructure systems located within the Property (collectively, the “Public Infrastructure”) in accordance with: (1) this Agreement; (2) the applicable City Requirements; (3) the PD Ordinance; and (4) the Detailed Plan.

3.1.5 Private Improvements. Developer, at its sole cost and expense, shall design and construct all of the Residential Improvements that are located within the Property in accordance with the PD Ordinance, the Detailed Plan, and all applicable City Requirements. In the event of an express conflict between the PD Ordinance and the City Requirements, the PD Ordinance shall control. In the event of an express conflict between the Detailed Plan and the City Requirements, the Detailed Plan shall control. The Residential Improvements are subject to the following restrictions and minimum design and construction standards:

3.1.5.1 The Project shall be comprised of single-family attached Townhomes, consisting of a minimum of 56 Dwelling Units located on the Property;

3.1.5.2 Each Dwelling Unit shall be multi-level with two car garages;

3.1.5.3 Each Dwelling Unit shall be a minimum of 1,800 square feet of habitable living space;

3.1.5.4 Each Dwelling Unit shall be designed and constructed in such a manner as to support a minimum fair market sales price of \$220,000.00 per residential lot.

3.1.6 Performance Standards. Notwithstanding any other provision contained herein to the contrary, Developer shall not be eligible for any Performance Rebate Payments described in Article 4 of this Agreement, unless Developer meets the express performance standards specifically described below, based on the DCAD's final annual appraisal value of each qualified residential lot. Developer shall be subject to the performance standards set forth below:

3.1.6.1 For the purposes of calculating Performance Rebate Payments, the following definitions apply:

3.1.6.1.1 "*City Tract's Purchase Price*" means twenty-five percent (25%) over the fair market value of the City Tract (as determined by an appraisal prepared by an independent third-party licensed Appraiser agreed upon by both Parties) plus all closing costs and the cost of the appraisal.

3.1.6.1.2 "*Average Lot Value*" means the City Tract's Purchase Price divided by the total number of residential townhouse lots depicted on Developer's final plat, which may not be less than 56 lots.

3.1.6.1.3 "*Base Annual Value*" means the value agreed upon by the Parties as indicated in the corresponding column of Table 1, on Exhibit C, for each year of the Performance Period.

3.1.6.2 Performance Rebate Payments owed by the City for qualified residential lots shall be calculated per lot as a required minimum increase in value, as determined by DCAD, by percentage over the Base Annual Value for each corresponding year, which is depicted in Table 1 of Exhibit C, and more fully explained below:

3.1.6.2.1 Upon the completion of a townhouse on an individual residential lot, if the final appraised value of a lot (including the real property improvements), as determined by DCAD, is 25% over the corresponding Base Annual Value, then Developer shall earn a Performance Rebate Payment equal to 10% of the Average Lot Value. Likewise, if the final appraised value of a lot (including the real property improvements), as

determined by DCAD, is 40% over the corresponding Base Annual Value, then Developer shall earn a Performance Rebate Payment equal to 15% of the Average Lot Value. Further, if the final appraised value of a lot (including the real property improvements), as determined by DCAD, is 55% over the corresponding Base Annual Value, then Developer shall earn a Performance Rebate Payment equal to 20% of the Average Lot Value.

3.1.6.2.2 By way of example and for clarification purposes, if the Base Annual Value for the year 2020 is \$134,372,000 and due to new improvements and construction the value of an individual lot increases by 25% above the Base Annual Value for the year 2020 to \$167,964.00, as determined by DCAD, then Developer shall be entitled to a Performance Rebate Payment for that lot equal to 10% of the Average Lot Value. Likewise, if the Base Annual Value for all residential lots on the Property for the year 2020 is \$134,372,000 and due to new improvements and construction the value of an individual lot increases by 55% above the Base Annual Value for the year 2020 to \$208,276.00, as determined by DCAD, then Developer shall be entitled to a Performance Rebate Payment for that lot equal to 20% of the Average Lot Value.

3.1.6.3 Developer is solely responsible for gathering and calculating the information necessary to calculate the DCAD final annually appraised value of each lot.

3.2 “Furthering Garland Recognition and Pride.” Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement regarding the Project, the Developer shall recognize that the Project and its associated business operations are located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors. The Developer shall be and remain a customer of the City for all solid waste, water, and waste water services throughout the term of this Agreement.

3.3 Local Purchases. Developer shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials, and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas. Notwithstanding the foregoing, Developer’s contractors and sub-contractors are not obligated to purchase building materials within the corporate limits of Garland, Texas at above-market or, higher than commercially reasonable rates or that cannot be delivered within required time frames (i.e., Developer can accept the lowest or most responsive bid or quote regardless of the location of the materials).

3.4 Owner Occupied Units. Throughout the term of this Agreement, (1) no lot or dwelling unit may be leased by Developer, its subsidiaries, owners, employees, or agents, to a third-party, and (2) Developer may only convey a real property interest in and to any lot or dwelling unit to purchasers who expressly certify that the lot or dwelling unit will be owner occupied throughout the entire term of this Agreement.

3.5 Dedication of Public Infrastructure and Improvements. When the Public Infrastructure has been inspected and approved by the City, Developer shall dedicate the Public Infrastructure and the Requested Public Improvements to the City and the City shall accept such dedications. City acceptance shall be evidenced by a written confirmation signed by the City Manager or his designee. Dedications shall be in accordance with the applicable City Requirements.

4. PERFORMANCE REBATE PAYMENTS FROM THE CITY

4.1 Performance Rebate Payments. Subject to the requirements and limitations of this Article 4, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this section and the rebate percentages of Average Lot Value associated with the corresponding Developer's required minimum valuation performance standards indicated in Table 1 of Exhibit C.

4.2 Process for Payment. Beginning in the year 2021, and once each year thereafter through 2025, Developer may request a Performance Rebate Payment for the preceding tax year by written application submitted to the City. The City shall not owe, nor be required to make, a Performance Rebate Payment for any applicable calendar year until:

4.2.1 Developer submits to the City on or before December 31st of the year for which the rebate is earned a compliance certificate in substantially the form attached as Exhibit "D" (the "Compliance Certificate") together with all information required under the Compliance Certificate necessary to verify Developer's material compliance with its obligations under this Agreement for the preceding year; and

4.2.2 The City has actually received all of Developer's real property taxes owed for the preceding year, as determined by DCAD; and

4.2.3 Funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay to Developer any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.2. However, the City shall not owe Developer any Performance Rebate Payments for years in which Developer fails to timely submit a completed Compliance Certificate.

4.3 Tax Protests. Developer agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, the Developer (i) has finally agreed to the DCAD assessed tax values and the City's procedures on which the Performance Rebate Payment will be based without further protest or challenge, including any challenges or protests for years succeeding the Performance Rebate Payment; (ii) will not make any claim for a refund,

repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Developer is protesting the assessed value or contesting an ad valorem tax due until the protest has been finalized by DCAD, Developer, and the affected taxing authority. Developer shall promptly notify the City in writing of any ad valorem tax protest relating to the Property located for tax situs purposes on the Property. In the event Developer protests, challenges, or appeals a DCAD valuation of a lot after a Performance Rebate Payment has been made for that lot, and the value of the subject lot is reduced to an amount below the percentage for which the Performance Rebate Payment was calculated, Developer agrees to refund to the City any amounts paid over and above what Developer would have been entitled to, if any, under the required minimum valuation performance standards indicated in Table 1 of Exhibit C.

5. MISCELLANEOUS PROVISIONS

5.1 Sales and Use Tax Exemption. The Public Infrastructure will be dedicated to and accepted and owned by the City; therefore, the costs of materials, supplies, labor, and services to design, construct, acquire, and install the improvements may be exempt under the Texas Tax Code from sales and use taxes levied by the City or any other taxing unit. Upon request from Developer, the City shall provide certifications, and Developer may structure contracts, to take advantage of such exemption.

5.2 Representation and Warranties of the City. The City is a home-rule, Texas municipality with the authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the City and the performance of its obligations under this Agreement have been duly authorized. To the knowledge and belief of the City: (1) there is no proceeding contesting the authority of the City to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to the City, or provision of the City Charter, that would conflict with the performance by the City of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

5.3 Representations and Warranties of Developer. Developer is a Texas corporation duly organized and validly existing under the laws of the State of Texas, is qualified to do business in the State, and has the legal authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer and the performance of its obligations under this Agreement, have been duly authorized. To the best knowledge and belief of Developer: (1) there is no proceeding contesting the authority of Developer to perform its obligations under this Agreement; and (2) there is no law, order, rule, or regulation applicable to Developer that would conflict with the performance by Developer of its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of Developer, enforceable

according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether at law or in equity.

5.4 Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

5.4.1 The masculine shall include the feminine and neuter.

5.4.2 References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

5.4.3 The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

5.4.4 This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

5.4.5 Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

5.4.6 Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

5.4.7 The recitals to this Agreement are incorporated herein.

5.5 Force Majeure. All obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of "force majeure." Performance Rebate Payment amounts owed by the City shall be

strictly calculated in accordance with the terms and conditions of above Article 4, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

5.6 Remedies. In the event of an uncured event of default by Developer, the City, as its sole remedy, may terminate all commitments of City under this Agreement, unless otherwise provided herein, after providing Developer written notice of such default and 90 days to cure such default. If any event of default by the City exists, Developer shall provide written notice of such default to the City; then, the City shall have 90 days to cure such default. In the event the City refuses or is not able to cure such default, Developer may pursue such remedies available to it by law or equity, including, specific performance.

5.7 Dispute Resolution and Step Negotiations.

5.7.1 The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

5.7.2 In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 4.8.2, such dispute shall be submitted to non-binding mediation to a Person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

5.7.3 Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

5.8 Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

5.9 Audits. Each Party has the right, at its sole expense, during normal working hours and upon thirty days' written notice to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement within the twelve (12) month period immediately preceding such notice. Neither Party shall have the right to conduct such an audit more than once during any given twelve (12) month period. If any such examination reveals any inaccuracy in any invoice or calculation, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the interest rate provided by the Texas Prompt Payment Act calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments.

5.10 Accommodation of Financing Parties. To facilitate Developer in obtaining financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by City, pursuant to this Section 4.11; provided, the City's reasonable fees and expenses of outside counsel shall be capped at \$3,500.00 per request.

5.11 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

5.12 Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or

performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

5.13 Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

5.14 Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

5.15 Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
Department of Economic Development
Post Office Box 469002
Garland TX 75046-9002
Attn: ED Director
Phone: (972) 205-3800
Fax: (972) 205-3801

With a required copy to:

Mr. Brian England
Deputy City Attorney
200 North Fifth Street
Fourth Floor
Garland TX 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bengland@garlandtx.gov

If to Developer:

Kingsley Homes, LLC.
14455 Webb Chapel
Farmers Branch, TX 75234
Attention: Mr. Sunil P. Mosa
Managing Partner
Phone: (224) 990-2097
sunilpmosa@gmail.com

With required copies to:

Ms. Sherly George
1733 Pecan Grove
Carrollton, TX 75007
Phone: (214) 870-9920

Mr. Mani P. Jacob
1375 Randol Mill Avenue
Southlake, TX 76092
Phone: (214) 244-3332

5.16 Employment of Undocumented Workers. During the term of this Agreement Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of the Annual Grants and any other funds received by Developer from the City as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest

at the rate of 6% compounded annually from the date of violation until paid. Developer is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

5.17 Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

5.18 Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

5.19 Exhibits Incorporated by Reference. All exhibits attached hereto are incorporated herein by reference and made a part hereof for all purposes.

5.20 Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2025, unless sooner terminated by either Party in accordance with the terms of this Agreement.

5.21 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

[Signature Pages to follow]

Executed and effective as of the 11th day of January, 2018. 9

DEVELOPER

Kingsley Homes, LLC.

By:

Name:  Sunil P. Mosa

Title: Managing Partner

Executed and effective as of the ____ day of _____, 2019.

CITY
City of Garland,
a Texas home-rule municipality

By: _____
Bryan L. Bradford,
City Manager

Approved as to Content:

By: _____
David Gwin, AICP, CEcD
Director of Economic Development

Exhibit A

Project Site: Developer's Tract

- A:** 302 East Kingsley
- B:** 314 East Kingsley
- C:** 326 East Kingsley
- D:** 311 Brazos Street



Exhibit B
LEGAL DESCRIPTION

TRACT ONE (Depicted as Tract "A" on the graphic below)

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO (Depicted as Tracts "C" & "E" on the graphic below)

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according

EXHIBIT B cont.

to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE (Depicted as Tract "D" on the graphic below)

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR (Depicted as Tract "B" on the graphic below)

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.

EXHIBIT B cont.



Exhibit C

Developer's Minimum Performance Standards

Table 1	2017 Base Value (DCAD)	25% Higher	40% Higher	55% Higher
Rebate %	0.0%	10% Average Lot Value	15% Average Lot Value	20% Average Lot Value
2021	\$138,403 (\$74.81/SF)	\$173,003 (\$93.51/SF)	\$193,764 (\$104.73/SF)	\$214,524 (\$115.95/SF)
2022	\$142,555 (\$77.05/SF)	\$178,193 (\$96.32/SF)	\$199,577 (\$107.87/SF)	\$220,960 (\$119.43/SF)
2023	\$146,831 (\$79.36/SF)	\$183,539 (\$99.21/SF)	\$205,564 (\$111.11/SF)	\$227,589 (\$123.02/SF)
2024	\$151,236 (\$81.74/SF)	\$189,045 (\$102.18/SF)	\$211,731 (\$114.44/SF)	\$234,416 (\$126.71/SF)
2025	\$155,773 (\$84.20/SF)	\$194,717 (\$105.25/SF)	\$218,083 (\$117.88/SF)	\$241,449 (\$130.51/SF)

Exhibit D

Compliance Certificate



GARLAND
TEXAS MADE HERE

Annual Development Incentive Compliance and Certification Report

Instructions: Reporting Period: January 1 to December 31, _____

Please complete Section I (Project Information) and Section II (Investment and Valuation) of this compliance form with information covering the reporting period of the economic development incentive contract. In addition, please review any of the requested information in the additional sections. If the Economic Development Agreement requires any specific deliverables in the additional sections, they must be reported in this compliance form.

The final page offers a checklist of additional documentation that must be attached to this compliance reporting form. An Annual Certificate of Compliance is required to be completed and notarized by a binding contract officer. This form is attached to this report document.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

Section I Project Information (Required)

Company / Project Name: _____

Project Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Project Contact Address: _____

Company Address (if different): _____

Address of Property Subject to Incentive: _____

Has construction/installation of planned improvements commenced? ☐ Yes ☐ No

If yes, on what date? _____

If no, please explain _____

Has construction/installation of planned improvements completed? ☐ Yes ☐ No

If yes, on what date? _____

If no, please estimate completion date and attach a current time scheduled for the project: _____

☐ Current project schedule is attached to this form.

Date on which Certificate of Occupancy was received: _____

Section II Investment / Valuation (Required)

Real Property:

Appraised value --land: \$ _____

Appraised value -- improvements: \$ _____

Investment in construction costs of improvements this reporting period: \$ _____

Real property taxes paid for this reporting period: \$ _____

Personal Property:

Current year appraised value -- Machinery, equipment and other business personal property:

\$ _____

Investment in new machinery and equipment costs during this reporting period: \$ _____

Appraised value of machinery, equipment and other business personal property added this period:

\$ _____

Personal property tax paid for this reporting period: \$ _____

Additional information on appraised property values can be found at the Dallas County Appraisal District's website: dallascad.org

PLEASE REVIEW the terms of the specific economic development agreement before completing the following sections. Completion of these sections may not be required. However, job creation and retention are key indicators for the City.

Section III Job Creation / Retention

Total current employees at end of reporting period:

Full-time _____ Part-time: _____

Number of new employees at added during reporting period:

Full-time _____ Part-time: _____

Number of new employees at added since execution of incentive agreement:

Full-time _____ Part-time: _____

Section IV Building Information

Is this project a LEED-certified building? ☐ Yes ☐ No

If so, what is the LEED rating? _____ When was LEED certification achieved? _____

Section V Additional Information

These items are REQUIRED: *Please check all that apply and include additional attachments with this form.*

- ☐ Annual Certificate of Compliance (Please complete attached form)
- ☐ Copy of personal property listing rendered to the county appraisal district
- ☐ Brief narrative highlighting the progress and status of the project
- ☐ If applicable, a statement addressing any failure to meet requirements of the Incentive Agreement and a plan for rectification

For the convenience of speeding up submittal, you may fax a copy of the completed report to 972-205-3801.

Please note that you must submit an original hard copy of the report to the above stated physical address for review and proper filing. Also, each report must be accompanied by the attached Certificate of Compliance.

The completed certificate must be signed and an original hard copy must be submitted to the address above. No photocopies or scanned copies of the Certificate of Compliance will be accepted as a record of contract compliance.

The City may agree to an amendment to this form from time to time, provided such amendment form shall be substantially similar in reporting the information necessary to confirm compliance with the Economic Development Incentive Agreement.

Upon request of the City, the developer or tenant shall permit the City to conduct an audit an inspection of the developer or tenant's records in accordance with the terms of the Economic Development Incentive Agreement.

Please submit the completed form by mail to:

**ATTN: Annual Development Incentive Compliance and Certification Report
City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND

TEXAS MADE HERE

Annual Certificate of Compliance for Economic Development Incentive Agreement

Before me, the undersigned notary, on this day personally appeared _____ *[printed name of affiant]*, a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ *[printed name of affiant]*. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ *[printed name of company]* (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ *[affiant's job position held with the Company]*. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ *[name of affiant]* on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Please submit the completed form by mail to:

**City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002**

For additional questions, contact the City of Garland at 972-205-3800.



GARLAND

TEXAS MADE HERE

Economic Development Incentive Payment Request

Contact Information

Date: _____

Company Name: _____

Contact Person: _____ Job Title: _____

Address: _____

Phone: _____ Email: _____

Current payment requested \$ _____ DOLLARS

(Please include **EXACT** dollars and cents amount)

Payments made to date: \$ _____

Total remaining incentive amount: \$ _____

(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____ [printed name of affiant], a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ [printed name of affiant]. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ [printed name of company] (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ [affiant's job position held with the Company]. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.

Exhibit E

Developer's Approved Detailed Plan for the Project



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

13.

Meeting Date: 02/19/2019

Item Title: Consider approval of a real property purchase agreement between the City of Garland, Texas and the Garland Foundation for Development, for the sale of certain real property owned by the City of Garland to the Garland Foundation for Development and being generally located in the 400 - 500 blocks of E. Kingsley Road

Submitted By: David Gwin, Economic Development Director

Summary of Request/Problem

Council is requested to consider approval of a real property purchase agreement between the City of Garland, Texas and the Garland Foundation for Development, for the sale of certain real property owned by the City of Garland to the Garland Foundation for Development and being generally located in the 400 – 500 blocks of E. Kingsley Road.

Recommendation/Action Requested and Justification

Staff recommends approval.

Attachments

Purchase Agreement City to GFFD Kingsley
Restriction Agreement Foundation and Developer
Project New Roof Deed Without Warranty - City to Foundation

REAL PROPERTY PURCHASE & DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Contract") is made and entered into by and between **the City of Garland, Texas**, a home-rule municipality ("Seller" or "City") and **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Buyer").

W I T N E S S E T H:

For and in consideration of the respective undertakings and agreements of Seller and Buyer set forth herein, the sufficiency of which are hereby mutually acknowledged, Seller and Buyer hereby agree as follows:

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that land located in Dallas County, City of Garland, Texas and more particularly described as follows:

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;

- b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:

- a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
- b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
- c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

(collectively, "Land")

2. Purchase Price. The total consideration for the sale of the Land shall be **\$290,000.00** (the "Purchase Price").

3. Property Restriction. Seller and Buyer agree and acknowledge that the Land is being conveyed by Seller without competitive bids pursuant to Tex. Loc. Gov't Code 272.001(b)(4). Buyer agrees to serve as an independent foundation to have the Land developed as follows:

(A) Buyer agrees that subsequent to this transaction, the Land is to be sold to **Kingsley Homes, LLC, a Texas limited liability company** ("Developer"), for the construction of a single-family attached townhome development on the Land, containing a minimum of 56 residential dwelling units ("Project").

(B) Buyer agrees that the Land shall be conveyed to the Developer, subject to the Restriction Agreement attached hereto as Exhibit "A".

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer (which representations and warranties shall survive closing) that:

- (A) Seller is conveying to Buyer all of its interest to and in the Land.
- (B) There is no action, suit or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Land or any portion thereof or relating to or arising out of the ownership or use of the Land or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Land.
- (D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.
- (E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (F) To the best of Seller's knowledge: (1) the Land does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Land nor Seller are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that could create liability to any party, public or private, of any environmental nature relating to the Land or due to the presence of any Hazardous Material on the Land; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Land; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Land that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with

respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et. seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et. seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et. seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic or dangerous waste, substance, contaminant or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

- (G) This Contract constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

5. Conditions Precedent to Buyer's Obligation. The following matters shall constitute absolute conditions precedent to Buyer's obligation to purchase the Land:

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Land is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Land shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.

In the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Land pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

6. Feasibility Period; Remediation of Hazardous Wastes.

- (A) Buyer shall have the right for a period of fifteen calendar days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Land and to have full access the Land for the purpose of conducting such inspections, investigations, studies and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits or test results obtained by Seller relative to

any portion of the Land. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Land is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.

- (B) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:
- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

7. Closing.

- (A) The closing of the purchase and sale of the Land shall take place on or before 30 days after the full execution of this Contract, unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at **200 North 5th Street, Office of the City Attorney, Garland, Texas 75040**, or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:
- (1) One or more deeds without warranty, in the form of attached Exhibit "B" conveying title to the Land to Buyer, its successors and assigns, duly executed and acknowledged by Seller;
 - (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Land in accordance with this Contract and where necessary or desirable in recordable form.

At the closing, Buyer shall pay the Purchase Price subject, however, to the adjustments and prorations provided herein. Exclusive possession of the Land shall be delivered to Buyer in accordance with the terms hereof on the date of closing.

8. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments, if any, for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing, taking into consideration that Buyer and Seller are tax-exempt entities. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Seller shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Land.
- (C) Survey. Seller shall pay for the cost of the Survey.

9. Remedies. If Seller shall have fully complied with all covenants, conditions and matters hereunder by Seller to be performed or Buyer has waived such compliance in writing, Buyer's conditions precedent are satisfied or waived, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Buyer shall then fail and refuse to close this transaction, then all Earnest Money deposited hereunder together with accrued interest thereon shall be paid to Seller as Seller's sole and exclusive remedy. If Buyer shall have fully complied with all covenants, conditions and matters hereunder by Buyer to be performed, or Seller has waived such compliance in writing, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Seller shall then fail and refuse to close this transaction, then at Buyer's election Buyer may either obtain a refund of all Earnest Money together with accrued interest thereon whereupon all parties shall be released from all further obligations hereunder or Buyer may sue Seller for specific performance, it being hereby acknowledged that Buyer's remedies at law are inadequate. Buyer and Seller hereby waive any and all other remedies available to either or any of them at law or in equity.

10. Brokerage Commission. Each of the parties hereto represents and warrants to the other that there are no other brokers or finders involved in this transaction and that there are no real estate commissions or finder's fees due in connection with this Contract and each of the parties agrees to indemnify and hold harmless the other from any other claims or liability for any other such commission or brokerage fee brought on account of the action or conduct of the indemnifying party. This paragraph shall survive the closing or termination of this Contract.

11. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

12. Real Estate License Act of Texas. Buyer acknowledges that, in accordance with the terms of the Real Estate License Act of Texas, it has been advised that it should have an abstract covering the Land examined by an attorney of Buyer's selection or that Buyer should be furnished with or obtain a policy of title insurance.

13. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at the address hereinafter specified; (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice, or (iv) emailed to any respective email address listed below.

14. No Assignment. Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

15. Severability. If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

17. Governing Law; Venue. This Contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

18. Paragraph Headings; Construction. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning

of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Contract and this Contract shall not be construed either more or less strongly against or for either party.

19. Binding Effect. Except as limited herein, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

20. Gender. Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

21. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

22. Exhibits. All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23. Entire Agreement. It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally and may be modified only by a written document signed by an authorized representative both parties.

24. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the "Effective Date").

SELLER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

**Garland Foundation for Development, a
Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

PURCHASER:

John Baker, Executive Director
Garland Foundation for Development
200 N. 5th Street
Garland, TX 75040
Email:

SELLER:

City of Garland

Department of Economic Development
Post Office Box 469002
Garland TX 75046-9002
Attn: ED Director
Phone: (972) 205-3800
Fax: (972) 205-3801

With a copy to:

Brian England, Deputy City Attorney
200 N. Fifth St., 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002
bengland@garlandtx.gov
(972) 205-2380
(972) 205-2389 [FAX]

EXHIBITS:

Exhibit "A" – Form of Restriction Agreement
Exhibit "B" - Form of Deed without Warranty

EXHIBIT "A"
RESTRICTION AGREEMENT

EXHIBIT “B”
FORM OF DEED WITHOUT WARRANTY

PROPERTY RESTRICTION AGREEMENT

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2019, (the "Effective Date") by and between Kingsley Homes, LLC, a Texas limited liability company, its successors, or assigns ("Developer") and the Garland Foundation for Development, Inc., a Texas local government corporation ("GFFD" or "Foundation") (collectively, "Parties").

Recitals:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement;

WHEREAS, the City of Garland, Texas ("City") has, pursuant to the Purchase and Development Agreement of ____ day of February , 2019, conveyed to GFFD the Land with a restriction that the Land be developed as a part of a single-family attached townhome development containing approximately 56 residential dwelling units with ancillary improvements ("Residential Improvements") and improvements that are to be dedicated to the public ("Public Infrastructure") (collectively, "Project"), all of which is more particularly described in the detailed plan attached to and incorporated into the PD Ordinance governing the use of the Land; and

WHEREAS, GFFD has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land for the purposes more fully described in the economic development incentive agreement of ____ day of _____, 2019, between the City and Developer ("Economic Development Incentive Agreement") and the planned development zoning ordinance approved by the City Council of the City of Garland, which governs the development and use of the Land ("PD Ordinance");

NOW, THEREFORE, in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"City" means the City of Garland, a Texas home rule municipality located in Dallas County, Texas.

“Land” means the real property located in the City of Garland, Dallas County, Texas, and more fully described in the legal description within Exhibit “A”, which is attached hereto and incorporated herein by reference. The legal description within Exhibit “A” shall be replaced in its entirety with the legal description within the survey commissioned by Developer pursuant to the Purchase Agreement.

“PD Ordinance” is defined in the recitals.

“Project” is defined in the recitals.

“Public Infrastructure” is defined in the recitals.

“Purchase Contract” means that certain *Real Property Purchase Agreement* by and between GFFD and Developer, dated and effective the ____ day of _____, 2019 with respect to the sale of the Land by GFFD to Developer.

“Residential Improvements” is defined in the recitals.

“Required Use” means the development and use of the Land as a single-family attached townhome development and related ancillary uses, which uses are more fully described within the Economic Development Incentive Agreement and the PD Ordinance, which are incorporated herein by reference.

Article II Restrictions

3.1 Use of Land; Buildings. No lot or portion of the Land shall be owned, held leased, transferred, sold, mortgaged or conveyed for any use other than the development of the Project and the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Residential Improvements, Public Infrastructure and other ancillary improvements that will be used in conformance with the Required Use.

Article IV Miscellaneous

4.1 Enforcement. GFFD and any subsequent owner of all or any portion of the Land, other than resident owners of any single-family dwelling, shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions

to cure such violation or breach within ninety (90) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GFFD under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

4.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of twenty (20) years following the Effective Date, at which time this Restriction Agreement shall automatically and immediately terminate without notice.

4.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Executive Director of the GFFD has approved the same as evidenced by an executed instrument and recorded in the Real Property Records of Dallas County, Texas. In the event Developer desires to change, amend or alter the Use Restrictions set forth in Article 3 so that the Land may be used for other than single-family attached town home development, Developer shall file a written application for such change or amendment to Article 3 with the Executive Director of the GFFD. The GFFD shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

4.4 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If to Developer:

Kingsley Homes, LLC
14455 Webb Chapel
Farmers Branch, Texas 75234
Attn: Mr. Sunil P. Mosa

If to GFFD:

Garland Foundation for Development, Inc.
Attn: John Baker, Executive Director
200 N. 5th Street
Garland, TX 75040

With a copy to:

Property Restriction Agreement Foundation to Developer – E. Kingsley

Brian C. England
City of Garland
200 N. 5th Street
Garland, Texas 75040
(972) 205-2380
E-mail: bengland@garlandtx.gov

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

5.5. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

5.6. Governing Law. This Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of law provisions) of the State of Texas. Venue for any action shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.7. Recording. The parties agree that GFFD may record this Agreement in the Official Real Property Records of Dallas County, Texas.

5.8. Covenants Run with the Land. This Restriction Agreement and the terms and provisions hereof are intended to run with the Land and shall be binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Land, other than single-family attached townhome lots, including all improvements thereon, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Land, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GFFD and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Land shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of Developer hereunder with respect to the applicable portion of the Land.

5.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

5.10. Assignment to City. GFFD may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City without the consent of Developer, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GFFD to Developer.

5.11 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Restriction Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Restriction Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Restriction Agreement. There are no third-party beneficiaries to this Restriction Agreement and no third-party beneficiaries are intended by implication or otherwise.

5.11. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the "Effective Date").

DEVELOPER:

a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FOUNDATION:

**Garland Foundation for Development,
Inc., a Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, in his capacity as _____ for Kingsley Homes, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by John Baker, in his capacity as Executive Director of the Garland Foundation for Development.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

EXHIBIT “A”
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10’ public alley, and by two tracts of land described in Warranty Deed With Vendor’s Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule

municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland, Texas**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee those certain lots, tracts, or parcels of land situated in the City of Garland, County of Dallas, State of Texas, which are more particularly described in attached Exhibit "A" and incorporated herein by reference for all purposes (**the "Property"**).

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2019.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Lori Barnett Dodson, in her capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres

respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.



GARLAND

City Council Regular Session Agenda

Meeting Date: 02/19/2019

Item Title: Boards & Commissions

Submitted By: Elisa Morales, Management Services Coordinator , Administration

Summary:

Council Member Jerry Nickerson

- Jerry Carter - Parks & Recreation Board
-

Attachments

Jerry Carter - Parks & Recreation Board



GARLAND

TEXAS MADE HERE

**CITY OF GARLAND
RECEIVED
FEB 07 2018**

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 2.6.18

Name: JERRY CARTER Phone: [REDACTED] (Home)

Address: 2725 COUNTRY VALLEY RD. Phone: [REDACTED] (Other)

City, State, Zip: GARLAND Email: [REDACTED]

Resident of Garland for 70 years Resident of Texas for 70 years

☒ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 3

☒ Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

What is your educational background?

ASSOC. OF SCIENCE ELECTRICAL ENGINEERING TECHNOLOGY

What is your occupational experience?

47 YRS OF BUILDING CUSTOM HOMES + REMODELING
HOMES IN GARLAND + SURROUNDING COMMUNITIES +
COUNTIES.

I hereby affirm that all statements herein are true and correct.

Jerry Carter

Board or Commission of first, second, and third choice:

- | | | |
|---|---|--|
| ☐ Board of Adjustment | ☐ Garland Cultural Arts Commission | ☒ Parks and Recreation Board |
| ☐ Building and Fire Codes Board | ☐ Garland Youth Council ** | ☐ Plan Commission * |
| ☐ Citizens Environmental and Neighborhood Advisory Committee | ☐ Property Standards Board | ☐ Plumbing and Mechanical Codes Board |
| ☐ Community Multicultural Commission | ☐ Library Board | ☐ Senior Citizens Advisory Committee |
| ☐ Electrical Board | | |

* Plan Commission members must live in district ** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified _____

Courtney Vanover 2/8/19

Resume

M.G. (Jerry) Carter, Jr.

Garland Chamber of Commerce

Member 1976 - 2011

Garland Image Committee - 1979

Chamber Accreditation Committee - 1985

Retail Revitalization Committee - 1985-1989

Retail Development Committee - 1989-1990

Community Service

City of Garland - Boards & Committees

Housing Standard Board - 1977-1979

Committee to Develop 1st Municipal Energy Code in Nation - 1978

Building & Fire Codes Advisory & Appeals Board - 1979-1986

Chairman 1984-1986 (Brought City of Garland under the Uniform
Family of Codes for Building, Fire, Mechanical & Electrical)

Bond Study Committee - Streets - 1977

Bond Study Committee - Streets - 1981 (Chairman)

Bond Study Committee - Streets - 1984

Committee for development new standards for Subdivision Paving &
Street Sizing 1981

Committee for placement of Temporary Directional Signs - 1985

Swimming Pool Fencing Committee - 1986

Retaining Wall Design Committee - 1987

Zoning Ordinance Review Committee - 1989-1990

Bond Study Committee - Streets 1991 (Chairman)

Single Family Development Standards Committee - 1993

Committee to Develop Plan for Implementation of Storm Water
Permitting and Enforcement - 2002

South Area Plan Implementation Committee, 2002-2003

South Area Plan Implementation Committee Vice-Chairman, 2003-2006

Blue Ribbon Committee to Develop Rental Housing Standards, Inspection, &
Enforcement - 2006

Mayor's Development Advisory Committee - 2015

BOND STUDY COMMITTEE - 2018

Revised August 13, 2018